PLEASE NOTE: THIS MEETING WILL START AT 2:00 PM

CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL REGULAR MEETING
June 23, 2026 - 2:00 PM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

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

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

OPENING ITEMS

1. Invocation - Pastor Wade Cobb, Life Fellowship of Midland
2. Pledge of Allegiance

CONSENT AGENDA

3. MOTION APPROVING THE FOLLOWING MINUTES:

   3.a REGULAR SESSION OF JUNE 9, 2026

   3.b SPECIAL SESSION OF JUNE 10, 2026

4. 2026-073 - RESOLUTION AWARDING A CONTRACT FOR THE MOCKINGBIRD LANE PHASE 1 PAVING AND DRAINAGE PROJECT TO REECE ALBERT, INC. OF SAN ANGELO, TEXAS, AT A TOTAL COST OF $1,177,016.31; APPROVING $235,403.26 FOR CONTINGENCIES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DEFERRED FROM JUNE 9, 2026) **(DISTRICT: 1) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

5. 2026-080 - RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH WELLS FARGO BANK, N.A. TO PROVIDE PRIMARY DEPOSITORY AND BANKING SERVICES FOR THE CITY OF MIDLAND **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

6. 2026-081 - RESOLUTION APPROVING THE SELECTION OF ATLAS TECHNICAL CONSULTANTS, LLC, BEYOND ENGINEERING AND TESTING, LLC, AND CENTURION PLANNING AND DESIGN, LLC TO ASSIST THE ENGINEERING SERVICES DEPARTMENT WITH GEOTECHNICAL AND CONSTRUCTION MATERIALS TESTING BY PROVIDING PROFESSIONAL ENGINEERING SERVICES AND OTHER SERVICES IN CONNECTION THEREWITH ON AN AS-NEEDED BASIS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH EACH FIRM; PROVIDING THAT EACH AGREEMENT SHALL BE FOR A TERM NOT TO EXCEED THREE YEARS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF TASK ORDERS IN ACCORDANCE WITH SUCH AGREEMENTS; PROVIDING THAT THE PAYMENT FOR EACH TASK ORDER EXECUTED IN ACCORDANCE WITH SUCH AN AGREEMENT SHALL NOT EXCEED $150,000.00; PROVIDING THAT THE TOTAL COST TO THE CITY FOR ALL TASK ORDERS EXECUTED EACH YEAR IN ACCORDANCE WITH EACH AGREEMENT SHALL NOT EXCEED $300,000.00 PER

AGREEMENT PER YEAR; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

7. 2026-082 - RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-023; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5329201 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 2 – ASSESSMENT AND EVALUATION) FOR GRANT FUNDS TOTALING $26,800.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE CYBERSECURITY PENETRATION TEST PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $6,700.00; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER; AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT **(DISTRICT: ALL) (IT) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

8. 2026-083 - RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-022; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5362101 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 3 – MITIGATION) FOR GRANT FUNDS TOTALING $49,120.25; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE IMPLEMENTING NINJAONE ENDPOINT VULNERABILITY AND PATCH MANAGEMENT PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $12,280.06; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER; AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT **(DISTRICT: ALL) (IT) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

9. 2026-084 - RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-021; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5362201 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 4 – WORKFORCE DEVELOPMENT) FOR GRANT FUNDS TOTALING $10,000.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE CYBERSECURITY AND IT SKILLS TRAINING PROGRAM PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $3,160.00; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER; AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT **(DISTRICT: ALL) (IT) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

10. 2026-085 - RESOLUTION SUPPORTING THE NOMINATION OF ELIGIBLE CENSUS TRACTS WITHIN THE CITY OF MIDLAND FOR DESIGNATION AS OPPORTUNITY ZONES UNDER THE FEDERAL OPPORTUNITY ZONE 2.0 PROGRAM **(DISTRICT: ALL) (STRATEGIC PARTNERSHIPS OFFICE) (QUALITY OF LIFE AND PLACE)**

11. 051-2026 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (26-329-018) WITH PLAINS ORYX PERMIAN BASIN PIPELINE LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 16, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

12. 052-2026 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (26-329-011) BETWEEN THE CITY OF MIDLAND AND BRAZOS MIDLAND GAS, LLC REGARDING CITY OWNED PROPERTY DESCRIBED AS SECTION 30, BLOCK 36, T-3-S, T&P RR CO. SURVEY, MIDLAND AND GLASSCOCK COUNTIES, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

13. 053-2026 - MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO SURFACE USE AGREEMENT WITH MIDLAND - PETRO D.C. PARTNERS, LLC REGARDING THE PLACEMENT OF CERTAIN PIPELINES AND RELATED FACILITIES UNDER AND ACROSS MIDLAND AIRPARK AND OTHER MATTERS INCIDENTAL THERETO **(DISTRICT: 3) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

SECOND READINGS

14. 10766 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 2, 3, AND 4, AND THE EAST NINE FEET OF LOT 5, BLOCK 8, REPLAT OF LOMA LINDA ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST SCHARBAUER DRIVE, APPROXIMATELY 85 FEET WEST OF NORTH LAMESA ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD JUNE 9, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

15. 10767 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 3A, BLOCK 62, BELMONT ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 390 FEET EAST OF SOUTH BAIRD STREET), WHICH IS PRESENTLY ZONED BP, I-20 BUSINESS PARK DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING

PUBLICATION (FIRST READING HELD JUNE 9, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

16. 10768 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 2, BLOCK 6, CLAYDESTA PLAZA, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF DESTA DRIVE AND WEST WADLEY AVENUE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE AND RETAIL DEVELOPMENT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD JUNE 9, 2026) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

17. 10769 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 27, 28, 31, AND 32, BLOCK 1B, RACQUET CLUB SOUTH, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE NORTH SIDE OF RACQUET CLUB DRIVE, APPROXIMATELY 350 FEET WEST OF NORTH L STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD JUNE 9, 2026) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

PUBLIC HEARINGS

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

18. 054-2026 - THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: CHAPARRAL 120 MIPA UNIT H120LS; CHAPARRAL 120 MIPA UNIT HL20MS; CHAPARRAL 120 MIPA UNIT HL20UH; CHAPARRAL 120 MIPA UNIT HL20WB; CHAPARRAL H125WA; CHAPARRAL H130LS; CHAPARRAL H130SS; CHAPARRAL H130UH; CHAPARRAL H130WB; CHAPARRAL H135WA; CHAPARRAL H140LS; CHAPARRAL H140MS; CHAPARRAL H140UH; CHAPARRAL H140WB; CHAPARRALL H145WA; CHAPARRAL H150LS; CHAPARRAL H150SS; CHAPARRAL H150UH; CHAPARRAL H150WB; AND CHAPARRAL H105WA; SAID WELLS BEING GENERALLY LOCATED BETWEEN 1,194 FEET AND 2,300 FEET EAST OF NORTH GARFIELD STREET AND BETWEEN 1,218 AND 1,800 FEET SOUTH OF WEST LOOP 250 NORTH (PUBLIC HEARING ONLY) **(DISTRICT: 1) (DEVELOPMENT SERVICES - OIL AND GAS) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

19. 055-2026 - HOLD A PUBLIC HEARING IN ORDER FOR THE CITY OF MIDLAND TO RECEIVE PUBLIC COMMENTS, GUIDANCE AND RECOMMENDATIONS REGARDING THE 2026-2027 CDBG GRANT APPLICATION SUBMISSIONS AND THE SECOND YEAR ACTION PLAN IN ACCORDANCE WITH THE FIVE-YEAR CONSOLIDATED PLAN 2025-2030 (PUBLIC HEARING ONLY) **(DISTRICT: ALL)**

(DEVELOPMENT SERVICES - COMMUNITY SERVICES) (QUALITY OF LIFE AND PLACE)

20. 10772 - AN ORDINANCE VACATING AND ABANDONING A 0.523-ACRE PORTION OF WEST PENNSYLVANIA AVENUE RIGHT-OF-WAY LOCATED ADJACENT TO BLOCKS 151 AND 152, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF SOUTH MARIENFELD STREET AND WEST PENNSYLVANIA AVENUE) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS IN EXCHANGE FOR PAYMENT TO THE CITY OF THE SUM OF $45,563.76; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

STAFF PRESENTATIONS

21. Strengthen and Sustain our Infrastructure — Update on Water

PUBLIC COMMENT

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

EXECUTIVE SESSION

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

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

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

Discuss pending or contemplated litigation.

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

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

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

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

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

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

Respectfully Submitted

Tommy Gonzalez
City Manager

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

CITY OF MIDLAND, TEXAS
MINUTES FOR CITY COUNCIL REGULAR MEETING
June 9, 2026 - 10:00 AM

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 AM, June 9, 2026.

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

OPENING ITEMS

Mayor Blong called the meeting to order at 10:01 a.m.

1. Invocation - Pastor Michael Sanchez, True-Lite Christian Fellowship

Eric Gutierrez, Leader at True-Lite Christian Fellowship provided the invocation in place of Pastor Michael Sanchez.

2. Pledge of Allegiance

PROCLAMATIONS AND RECOGNITIONS

3. Presentation of Juneteenth Proclamation

CONSENT AGENDA

Jack Ladd moved to Approve Consent Agenda items 4-15, excluding items 7, 9, 10, 12 & 15; seconded by John Norman.

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

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4.a REGULAR SESSION OF MAY 12, 2026

5. 2026-071 - RESOLUTION AWARDING A CONTRACT FOR THE MIDLAND

DRAFT

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

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

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

Engineering Services Director Gabriel McClelland provided Council a brief overview of this item.

Council Member John Burkholder and Council Member Brian Stubbs commented on this item relative to needing more time/information.

Judd Campbell (Citizen) made comments on this item relative to funding.

Chief Financial Officer Christy Weakland reported on the funds for this item.

John Burkholder moved to Defer; seconded by Brian Stubbs.

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

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

9. 2026-075 - RESOLUTION AUTHORIZING THE EXECUTION OF A CONTINGENT FEE CONTRACT WITH MCCREARY, VESELKA, BRAGG & ALLEN P.C., ATTORNEYS AT LAW (THE “FIRM”) OF ROUND ROCK, TEXAS, FOR LEGAL

DRAFT

SERVICES REGARDING THE COLLECTION OF UNPAID MUNICIPAL COURT FINES, FEES, AND COURT COSTS; AUTHORIZING THE ADDITION OF A 30 PERCENT COLLECTION FEE TO THE EXTENT PERMITTED BY ARTICLE 103.0031 OF THE TEXAS CODE OF CRIMINAL PROCEDURE; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Mayor Blong and Council discussed that this item should be amended to a three-year contract with a 30-day notice to cancel.

City Attorney Nicholas Toulet-Crump reported there are two ways to terminate the contract.

John Burkholder moved to Amend from a five-year contract to a three-year contract and replace the 180-day cancellation with a 30-day cancellation; seconded by Robin Poole.

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

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

Parks & Recreation Director Laurie Williams provided Council a brief presentation of the item.

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

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

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

12. 050-2026 - MOTION ACCEPTING GRANT FUNDS IN THE AMOUNT OF

DRAFT

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

Animal Services Manager Alexsey Dobberstine gave a brief overview of the grant.

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

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

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

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

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

Public Works Officer & Utilities Director Carl Craigo gave a brief overview of the funding request for this item.

Council Members made comments.

Jack Ladd moved to Approve; seconded by John Burkholder.

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

DRAFT

ABSENT: None

SECOND READINGS

16. 10763 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR AN 8,822-SQUARE-FOOT PORTION OF LOT 1, BLOCK 12, WESTRIDGE PARK ADDITION, SECTION 49, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND AVALON DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD MAY 12, 2026) **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10763.

John Norman moved to Approve; seconded by Jack Ladd.

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

17. 10764 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 10 AND 11, BLOCK 2, SOLOMON ESTATES, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH A STREET AND MOCKINGBIRD LANE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD MAY 12, 2026) **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10764.

Tim Hair (Representative) gave a brief overview of the changes to this item.

Council Members made comments to include, but not limited to, having a traffic study and stop signs.

The following Citizens were in attendance to speak if necessary (none spoke): Cindy Block

DRAFT

(support), Jan Taylor (opposition), Kristina Johnson (support), Lindsey Hodges (support), John McDonald (support), Edwin Sanchez (support) and Ashley Conlon (support).

Brian Stubbs moved to Amend to allow for the main entrance and exit to be on Mockingbird Lane, continue with a stop sign at Alysheba Lane and Sir Barton Parkway and making that an exit only and an emergency entrance and exit; seconded by John Burkholder.

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

PUBLIC HEARINGS

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

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

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10766.

Chief Planning & Development Officer Elizabeth Triggs gave a brief overview of this item.

Mayor Blong opened the public hearing at 10:40 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to Approve; seconded by Jack Ladd.

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

19. 10767 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 3A, BLOCK 62, BELMONT ADDITION, SECTION 13, CITY AND COUNTY OF

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MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 390 FEET EAST OF SOUTH BAIRD STREET), WHICH IS PRESENTLY ZONED BP, I-20 BUSINESS PARK DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10767.

Chief Planning & Development Officer Elizabeth Triggs gave a brief overview of this item.

Mayor Blong opened the public hearing at 10:42 a.m.

Catherine Chamblee (Representative) made comment(s) on this item.

There being no one else wishing to speak, the public hearing was closed at 10:44 a.m.

John Norman moved to Approve; seconded by Jack Ladd.

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

20. 10768 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 2, BLOCK 6, CLAYDESTA PLAZA, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF DESTA DRIVE AND WEST WADLEY AVENUE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE AND RETAIL DEVELOPMENT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10768.

Chief Planning & Development Officer Elizabeth Triggs gave a brief overview of this item.

Mayor Blong opened the public hearing at 10:45 a.m. There being no one present wishing to

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speak, the public hearing was immediately closed.

John Norman moved to Approve; seconded by John Burkholder.

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

21. 10769 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 27, 28, 31, AND 32, BLOCK 1B, RACQUET CLUB SOUTH, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE NORTH SIDE OF RACQUET CLUB DRIVE, APPROXIMATELY 350 FEET WEST OF NORTH L STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10769.

Chief Planning & Development Officer Elizabeth Triggs gave a brief overview of this item.

Mayor Blong opened the public hearing at 10:47 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to Approve; seconded by John Norman.

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

MISCELLANEOUS

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

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CITY)

Mayor Blong reported that no action will be taken on items 22 and 23 but those who filled out a request to speak card will be allowed to speak.

Council Members and City Management made remarks in opposition of this item.

The following citizens spoke in opposition of this item relative to government overreach and accountability:

Judd Campbell, Pamela Espinosa, Rachel Walker, Derek Smith, Andrew Smith, Hector Covarrubiaz, Mandee Stearns, Andrew Stearns, Shandi Williams, Stanley Smith, Crystal Ramos, and Paula Morris. Robin Campbell was called to speak but was not in attendance.

No action taken by Council.

23. 10771 - AN ORDINANCE AMENDING TITLE IV, "BUILDING REGULATIONS", CHAPTER 8, "SUBSTANDARD BUILDINGS", OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO REVISE THE DEFINITION OF "MINIMUM STANDARDS" AND TO SPECIFY TO WHOM THE CITY SHALL SEND A DEMAND FOR PAYMENT IN THE EVENT THAT THE CITY INCURS EXPENSES TO SECURE A SUBSTANDARD BUILDING; PROVIDING FOR NOTICE AND A HEARING; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE THAT SHALL BE 30 DAYS AFTER THE DATE OF ADOPTION OF THIS ORDINANCE; AND ORDERING PUBLICATION **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

No action taken by Council. This item was taken up with item 22 on this agenda.

STAFF PRESENTATIONS

24. Strengthen and Sustain our Infrastructure — Update on Water

Presentation postponed.

PUBLIC COMMENT

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

The following Citizens made public comment:

Derek Smith, relative to Police Officer shortages.

Shandi Williams, relative to general community concerns.

Robin Campbell was called to speak but was not in attendance.

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Judd Campbell, relative to accountability.

Nino Rodriguez was called to speak but was not in attendance.

Daisy Navares, relative to government overreach.

Stanley Smith, relative to general concerns.

Tara McClain, relative to taxi permits and general concerns.

This entire discussion and Council Meeting may be viewed and heard along with the full transcript at https://midlandtx.new.swagit.com/videos/390481.

EXECUTIVE SESSION

Mayor Blong recessed the City Council meeting to go into Executive Session at 11:54 a.m.

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

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

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

    Discuss pending or contemplated litigation.

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

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

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

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

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

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

All the business at hand having been completed, the meeting adjourned at 3:06 p.m.

PASSED AND APPROVED June 23, 2026.

_____

Lori Blong, Mayor

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ATTEST:

_____
Marcia Bentley-German
City Governance Officer/City Secretary

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CITY OF MIDLAND, TEXAS
MIDLAND CITY COUNCIL
SPECIAL MINUTES
June 10, 2026

The City Council convened in **Special** Session at Beal Park, located at 5200 West Wall Street, Midland, TX 79703, on June 10, 2026, at 10:00 a.m..

Council Members present: Lori Blong, Amy Stretcher Burkes, Brian Stubbs, John Norman

Council Members absent: Robin Poole, Jack Ladd, John Burkholder

Staff members present: City Manager Tommy Gonzalez, Deputy City Manager Jose Ortiz, Deputy City Manager Morris Williams Jr., and City Governance Officer/ City Secretary Marcia Bentley-German

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

SPECIAL SESSION

1. Hold a ribbon cutting ceremony for Beal Park Phase 1 improvements and a groundbreaking ceremony for the construction of the Beal Park Phase 2 improvements. The City Council will take no vote or action on this matter.

   City Council Members, City of Midland staff, community members and media all gathered for the Beal Park Phase 1 improvements and a groundbreaking ceremony for the construction of Beal Park Phase 2.

   All the business at hand having been completed, the meeting adjourned at 10:36 a.m.

PASSED AND APPROVED June 23, 2026.

_____
Lori Blong, Mayor

ATTEST:

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

City Council Meeting

Item Number: 4.
Meeting Date: June 23, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AWARDING A CONTRACT FOR THE MOCKINGBIRD LANE PHASE 1 PAVING AND DRAINAGE PROJECT TO REECE ALBERT, INC. OF SAN ANGELO, TEXAS, AT A TOTAL COST OF $1,177,016.31; APPROVING $235,403.26 FOR CONTINGENCIES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DEFERRED FROM JUNE 9, 2026)

Purpose:
Resolution awarding a contract for the Mockingbird Lane Phase 1 Paving And Drainage project to Reece Albert, Inc. of San Angelo, Texas for a cost of $1,177,016.31 plus contingencies of $235,403.26 for a total of $1,412,419.57 from the G. O. Road Bond for the Engineering Department.

Recommended Action:
Approve

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

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
Resolution awarding a contract for the Mockingbird Lane Phase 1 Paving And Drainage project for the Engineering Department. The bid request was sent to five hundred ninety-five (595) companies, and forty-four (44) viewed the bid request. We received four (4) bids. Staff recommends awarding a contract to Reece Albert, Inc. of San Angelo, Texas. Please see the attached memo from Joshua C. Ferguson, Assistant City Engineer, for more information. Therefore, please consider a resolution awarding a contract for the Mockingbird Lane Phase 1 Paving And Drainage project for the Engineering Department to Reece Albert, Inc. of San Angelo, Texas for a cost of $1,177,016.31 plus contingencies of $235,403.26 for a total of $1,412,419.57.

Attachments:
A. RESOLUTION W EXH - Award Mockingbird Ln Ph 1 Paving & Drainage Project Reso w Exh

B. 2026.05.21 P25-17 Mockingbird Ln Ph 1 P&D - Recommend Award
C. 2026.05.21 P25-17 Mockingbird Ln Ph 1 P&D - Bid Tab
D. 2026.05.21 P25-17 Mockingbird Ln Ph 1 P&D - Bid Packet (Combined)
E. 2026.04.17 P25-17 Mockingbird Ln Ph 1 P&D - Dwg (Approved)

Jan Hamilton, City Secretary — Created/Initiated - 6/16/2026
Jose Ortiz, City Secretary — Final Approval - 6/16/2026

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE MOCKINGBIRD LANE PHASE 1 PAVING AND DRAINAGE PROJECT TO REECE ALBERT, INC. OF SAN ANGELO, TEXAS, AT A TOTAL COST OF $1,177,016.31; APPROVING $235,403.26 FOR CONTINGENCIES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the Mockingbird Lane Phase 1 Paving and Drainage Project (the "Project"); and

WHEREAS, Bid No. 26004234 was opened on May 14, 2026, with the lowest responsible bidder being Reece Albert, Inc. of San Angelo, Texas ("Contractor"), having submitted a bid of $1,177,016.31 as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all legal purposes; and

WHEREAS, the total cost of the work to be completed, according to the previously advertised plans and specifications and the unit prices in Exhibit A, shall not exceed $1,177,016.31; and

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

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost of $1,177,016.31, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if (1) each change order involves a decrease or an increase of $50,000.00 or less and (2) the change orders, in total, do not increase the original contract price by more than $235,403.26.

SECTION THREE. That the sum of $1,412,419.57 shall be appropriated from the G.O. Road Bond to a project account for said Project. The sum of $235,403.26 is approved for contract contingencies.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract and change orders executed in accordance with this resolution in an amount not to exceed $1,412,419.57 from funds appropriated in accordance with Section Three hereof upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2026, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Gabe McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

26004234 P25-17 Mockingbird Ln Ph 1 P&D

Bid Opening: May 14, 2026

					Danny's Asphalt Paving, Inc.		Reece Albert, Inc.		permian paving inc		Jones Bros Dirt & Paving	
				Total Cost	$2,326,601.46		$1,177,016.31		$2,932,780.80		$2,250,609.24	
#	Items	Quantity Required	Unit	Pay Note	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	TotalCost	Unit Price	Total Cost
1	Miscellaneous Items											
#1-1	Mobilization, furnished, installed, complete and in place.	3	MO	M1	$9,500.00	$28,500.00	$37,108.03	$111,324.09	$82,500.00	$247,500.00	$41,595.00	$124,785.00
#1-2	Preparation of Right-of-Way, furnished, installed, complete and in place.	2.48	ACRE	M2	$7,500.00	$18,600.00	$2,924.65	$7,253.13	$9,500.00	$23,560.00	$1,879.00	$4,659.92
#1-3	Erosion/Sediment Control, furnished, installed, complete and in place.	3	MO	M3	$9,500.00	$28,500.00	$3,463.92	$10,391.76	$12,000.00	$36,000.00	$7,410.00	$22,230.00
#1-4	Traffic Control, furnished, installed, complete and in place.	3	MO	M4	$2,500.00	$7,500.00	$2,204.17	$6,612.51	$12,000.00	$36,000.00	$1,037.40	$3,112.20
#1-5	Job Site Safety, furnished, installed, complete and in place.	3	MO	M5	$1,500.00	$4,500.00	$581.67	$1,745.01	$12,000.00	$36,000.00	$25,000.00	$75,000.00
#1-6	Seeded Erosion Control Mats, furnished, installed, complete and in place.	3600	SY	M6	$14.44	$51,984.00	$4.73	$17,028.00	$12.50	$45,000.00	$4.43	$15,948.00
#1-7	Spray Watering, furnished, installed, complete and in place.	1	LS	M7	$7,500.00	$7,500.00	$15,078.33	$15,078.33	$25,000.00	$25,000.00	$50,000.00	$50,000.00
	Totals					**$147,084.00**		**$169,432.83**		**$449,060.00**		**$295,735.12**
2	Paving Items 1-7											
#2-1	Subgrade Preparation (Depth ≤ 6”), furnished, installed, complete and in place.	7928	SY	P1	$3.78	$29,967.84	$2.78	$22,039.84	$8.20	$65,009.60	$17.00	$134,776.00
#2-2	Unclassified Embankment (Density Controlled), furnished, installed, complete and in place.	26125	CY	P2	$33.97	$887,466.25	$8.46	$221,017.50	$46.50	$1,214,812.50	$37.53	$980,471.25
#2-3	2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place.	7244	SY	P3	$28.20	$204,280.80	$18.18	$131,695.92	$27	$195,588.00	$15.42	$111,702.48
#2-4	8” Type B HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place.	7719	SY	P4	$94.60	$730,217.40	$60.20	$464,683.80	$85.50	$659,974.50	$59.14	$456,501.66
#2-5	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place.	1449	GAL	P5	$5	$7,245.00	$6.12	$8,867.88	$3.80	$5,506.20	$5.98	$8,665.02
#2-6	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place.	725	GAL	P6	$5	$3,625.00	$2.91	$2,109.75	$3.80	$2,755.00	$7.76	$5,626.00
#2-7	6” Concrete Fillet, furnished, installed, complete and in place.	49	SY	P7	$214.22	$10,496.78	$178.04	$8,723.96	$160	$7,840.00	$172.50	$8,452.50
#2-8	6” Concrete Valley Gutter, furnished, installed, complete and in place.	156	SY	P8	$185.05	$28,867.80	$131.39	$20,496.84	$160	$24,960.00	$155.25	$24,219.00
#2-9	Type A Concrete Curb & Gutter, furnished, installed, complete and in place.	1709	LF	P9	$39.70	$67,847.30	$25.45	$43,494.05	$55	$93,995.00	$40.25	$68,787.25
#2-10	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place.	10	SY	P10	$500	$5,000.00	$355.18	$3,551.80	$160	$1,600.00	$1,150.00	$11,500.00
#2-11	4” Concrete Sidewalk, furnished, installed, complete and in place.	481	SY	P11	$125.37	$60,302.97	$78.80	$37,902.80	$160	$76,960.00	$109.25	$52,549.25
#2-12	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place.	2	EA	P12	$3,000.00	$6,000.00	$1,525.38	$3,050.76	$4,500.00	$9,000.00	$2,875.00	$5,750.00
#2-13	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place.	4	EA	P12	$1,800.00	$7,200.00	$873.03	$3,492.12	$2,800.00	$11,200.00	$1,725.00	$6,900.00
#2-14	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place.	10	SY	P13	$350	$3,500.00	$219.68	$2,196.80	$120	$1,200.00	$1,150.00	$11,500.00
#2-15	8” RipRap (D50), furnished, installed, complete and in place.	352	SY	P14	$340.91	$120,000.32	$81.08	$28,540.16	$310	$109,120.00	$176.48	$62,120.96
#2-16	Type 3 Barricade, furnished, installed, complete and in place.	75	LF	P15	$100	$7,500.00	$76.26	$5,719.50	$56	$4,200.00	$71.37	$5,352.75
	Totals					**$2,179,517.46**		**$1,007,583.48**		**$2,483,720.80**		**$1,954,874.12**

Bidding Summary

595 Bids were issued
44 Document Takers
0 No Bids Received
4 Bids listed above
591 Bidders did not respond

INTEROFFICE MEMORANDUM

TO: Erika Martinez; City of Midland, Purchasing Manager

FROM: Joshua C. Ferguson, P.E.; City of Midland, Assistant City Engineer

SUBJECT: Mockingbird Lane Phase 1 Paving And Drainage ♦ Engr. Project No. P25-17 ♦ Bid Tabulation ♦ RFB (Get No. from Purchasing)

DATE: May 21, 2026

Erika,

Engineer staff has reviewed the bid tabulation for the Mockingbird lane Phase 1 Paving And Drainage project. Reece Albert, Inc. of San Angelo, Texas, is the apparent low bidder. Staff recommends awarding the Mockingbird lane Phase 1 Paving And Drainage project to Reece Albert, Inc..

Reece Albert, Inc. has an established history in the City of Midland and has performed to the City's satisfaction throughout the course of previous paving improvement projects. Furthermore, the unit prices appear to be in line with current pricing trends.

The apparent successful bidder was selected based on the base bid amount of **$1,177,016.31** as outlined in the bidding documents with a 90 calendar day construction period beginning within 15 calendar days of a written notice to proceed for construction. In addition, we would like to request a 20% contingency in the amount of **$235,403.26** be allowed for value added changes to the project during construction. The total amount made available for the project would be **$1,412,419.57**.

Joshua C. Ferguson, P.E.
Assistant City Engineer

26004234 P25-17 Mockingbird Ln Ph 1 P&D

Bid Opening: May 14, 2026

					Danny's Asphalt Paving, Inc.		Reece Albert, Inc.		permian paving inc		Jones Bros Dirt & Paving	
				Total Cost	$2,326,601.46		$1,177,016.31		$2,932,780.80		$2,250,609.24	
#	Items	Quantity Required	Unit	Pay Note	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	TotalCost	Unit Price	Total Cost
1	Miscellaneous Items											
#1-1	Mobilization, furnished, installed, complete and in place.	3	MO	M1	$9,500.00	$28,500.00	$37,108.03	$111,324.09	$82,500.00	$247,500.00	$41,595.00	$124,785.00
#1-2	Preparation of Right-of-Way, furnished, installed, complete and in place.	2.48	ACRE	M2	$7,500.00	$18,600.00	$2,924.65	$7,253.13	$9,500.00	$23,560.00	$1,879.00	$4,659.92
#1-3	Erosion/Sediment Control, furnished, installed, complete and in place.	3	MO	M3	$9,500.00	$28,500.00	$3,463.92	$10,391.76	$12,000.00	$36,000.00	$7,410.00	$22,230.00
#1-4	Traffic Control, furnished, installed, complete and in place.	3	MO	M4	$2,500.00	$7,500.00	$2,204.17	$6,612.51	$12,000.00	$36,000.00	$1,037.40	$3,112.20
#1-5	Job Site Safety, furnished, installed, complete and in place.	3	MO	M5	$1,500.00	$4,500.00	$581.67	$1,745.01	$12,000.00	$36,000.00	$25,000.00	$75,000.00
#1-6	Seeded Erosion Control Mats, furnished, installed, complete and in place.	3600	SY	M6	$14.44	$51,984.00	$4.73	$17,028.00	$12.50	$45,000.00	$4.43	$15,948.00
#1-7	Spray Watering, furnished, installed, complete and in place.	1	LS	M7	$7,500.00	$7,500.00	$15,078.33	$15,078.33	$25,000.00	$25,000.00	$50,000.00	$50,000.00
	Totals					**$147,084.00**		**$169,432.83**		**$449,060.00**		**$295,735.12**
2	Paving Items 1-7											
#2-1	Subgrade Preparation (Depth ≤ 6”), furnished, installed, complete and in place.	7928	SY	P1	$3.78	$29,967.84	$2.78	$22,039.84	$8.20	$65,009.60	$17.00	$134,776.00
#2-2	Unclassified Embankment (Density Controlled), furnished, installed, complete and in place.	26125	CY	P2	$33.97	$887,466.25	$8.46	$221,017.50	$46.50	$1,214,812.50	$37.53	$980,471.25
#2-3	2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place.	7244	SY	P3	$28.20	$204,280.80	$18.18	$131,695.92	$27	$195,588.00	$15.42	$111,702.48
#2-4	8” Type B HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place.	7719	SY	P4	$94.60	$730,217.40	$60.20	$464,683.80	$85.50	$659,974.50	$59.14	$456,501.66
#2-5	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place.	1449	GAL	P5	$5	$7,245.00	$6.12	$8,867.88	$3.80	$5,506.20	$5.98	$8,665.02
#2-6	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place.	725	GAL	P6	$5	$3,625.00	$2.91	$2,109.75	$3.80	$2,755.00	$7.76	$5,626.00
#2-7	6” Concrete Fillet, furnished, installed, complete and in place.	49	SY	P7	$214.22	$10,496.78	$178.04	$8,723.96	$160	$7,840.00	$172.50	$8,452.50
#2-8	6” Concrete Valley Gutter, furnished, installed, complete and in place.	156	SY	P8	$185.05	$28,867.80	$131.39	$20,496.84	$160	$24,960.00	$155.25	$24,219.00
#2-9	Type A Concrete Curb & Gutter, furnished, installed, complete and in place.	1709	LF	P9	$39.70	$67,847.30	$25.45	$43,494.05	$55	$93,995.00	$40.25	$68,787.25
#2-10	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place.	10	SY	P10	$500	$5,000.00	$355.18	$3,551.80	$160	$1,600.00	$1,150.00	$11,500.00
#2-11	4” Concrete Sidewalk, furnished, installed, complete and in place.	481	SY	P11	$125.37	$60,302.97	$78.80	$37,902.80	$160	$76,960.00	$109.25	$52,549.25
#2-12	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place.	2	EA	P12	$3,000.00	$6,000.00	$1,525.38	$3,050.76	$4,500.00	$9,000.00	$2,875.00	$5,750.00
#2-13	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place.	4	EA	P12	$1,800.00	$7,200.00	$873.03	$3,492.12	$2,800.00	$11,200.00	$1,725.00	$6,900.00
#2-14	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place.	10	SY	P13	$350	$3,500.00	$219.68	$2,196.80	$120	$1,200.00	$1,150.00	$11,500.00
#2-15	8” RipRap (D50), furnished, installed, complete and in place.	352	SY	P14	$340.91	$120,000.32	$81.08	$28,540.16	$310	$109,120.00	$176.48	$62,120.96
#2-16	Type 3 Barricade, furnished, installed, complete and in place.	75	LF	P15	$100	$7,500.00	$76.26	$5,719.50	$56	$4,200.00	$71.37	$5,352.75
	Totals					**$2,179,517.46**		**$1,007,583.48**		**$2,483,720.80**		**$1,954,874.12**

Bidding Summary
595 Bids were issued
44 Document Takers
0 No Bids Received
4 Bids listed above
591 Bidders did not respond

PROJECT MANUAL

Project Name: Mockingbird Lane Phase 1 Paving And Drainage
Project Number: P25-17

MAYOR
Lori Blong

COUNCIL MEMBERS

District 1	Scott Dufford	District 3	Jack Ladd
District 2	John Norman	District 4	Amy Stretcher Burkes
At-Large	Robin Poole	At Large	Eric Davidson

ENGINEERING SERVICES DIRECTOR
Gabe McClelland



Prepared by City of Midland, Texas
Engineering Services Division

April 2026

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A Message for Our Vendors

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

Vision Statement

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

Mission Statement

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

Guiding Principles: I-FORCE

Integrity
Financial Stewardship
Outstanding Service
Respect
Collaboration
Excellence

City Council Key Focus Areas

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

Core Values

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

Strategic Goals

1. Strong Economy with More Quality Jobs

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

2. Set the Standard for a safe and secure City

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

3. Quality of Life and Place

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

4. Transparent and Consistent Communication

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

5. Provide Sound Governance and Fiscal Management

5.1 Recruit and Retain a Skilled and Diverse Workforce: Invest in talent and diversity; grow our local pipeline of skilled employees.
5.2 Enhance Citizen Experience: Improve employee working conditions to better serve citizens.
5.3 Hone Public Servant Proficiency: Cultivate a culture of professional growth, skilled mastery, and information exchange.
5.4 Implement Cutting-Edge Practices: Harness automation and Artificial Intelligence technology for efficient resource utilization.
5.5 Promote a Well-Balanced Customer Service Philosophy: Consistently deliver excellent service to residents.
5.6 Deliver Services Timely and Efficiently: Prioritize continuous improvement.
5.7 Ensure Continued Financial Stability and Accountability: Maintain financial transparency.
5.8 Deliver Effective and Efficient Processes: Maximize value in procurement.
5.9 Ensure Reliability and Safety: Maintain existing assets and develop new city asset opportunities, including parks and other facilities, with a standard of excellence.
5.10 Create a Work Environment that Supports Bleeding-Edge Practices: Encourage bleeding-edge practice that then cultivates an environment where employees can learn from their experiences and improve processes; thus, becoming a learning organization.

6. Strengthen and Sustain Our Infrastructure

6.1 Provide Reliable and Sustainable Utilities: Guarantee water supply and distribution systems security and longevity.
6.2 Enhance Infrastructure for Economic Growth: Improve competitiveness through infrastructure investments that includes collaboration with neighboring jurisdictions and exemplary peer agencies.
6.3 Streamline and Consolidate City Facilities: Create synergy for improved services.
6.4Standardize Infrastructure Processes Across the City: Ensure consistency, timeliness, and accountability in infrastructure development.
6.5 Implement a Funding Stream for Infrastructure: Establish reliable funding for continual improvements.
6.6 Strategize for and Monitor City Growth: Develop proactive responses to growth rather than reactive.
6.7 Develop and Implement Comprehensive Road Planning and Maintenance Initiatives: Ensure safe and maintained roads for existing and new developing areas and main thoroughfares.

BID NOTICE

ATTENTION: All bidders who choose to submit bids digitally for this project must submit their bids through the City of Midland's online procurement portal. The City of Midland's online procurement portal can be accessed at:

https://midlandtexas.bonfirehub.com/

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

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

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

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 14th day of May, 2026, and publicly opened and read aloud at that time.

Delivery of Submittals

Bid packets must be received in the City Secretary's Office no later than May 14, 2026, at 2:00 p.m. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

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

The Proposed Work provides for the furnishing of materials and labor for Mockingbird Lane Phase 1 Paving And Drainage together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING will be held at 3:00 p.m. on Wednesday, May 6th, 2026 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas.

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

purchasing@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting is Noon on Friday, May 8, 2026. Questions submitted before the Noon deadline will be included in the Addendum that will go out the following Monday along with all discussion items, questions, answers, and any new information

resulting from the Non-Mandatory Pre-Bid Meeting. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

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

"FAX" or telephone bids or modifications will not be accepted.

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

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

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

WAIVER OF ATTORNEY FEES

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

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

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

WAIVER

BIDDER'S WAIVER:

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

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

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

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

4. **AWARD OF THE CONTRACT**

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

City of Midland

Marcia Bentley-German
City Secretary

Form Revised April 2026

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

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

The location and details for the construction and related work are shown upon a set of drawings dated December 15, 2025, approved April 17, 2026, and numbered from C100 (1) through C301 (11) inclusive. These drawings and plans, together with the specifications, form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distances and dimensions.

2. TIME AND PLACE OF RECEIVING BIDS

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

3. PREPARATION OF BID FORM

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

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

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

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

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

4. EXAMINATION OF SITE, DRAWINGS, ETC

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

5. WITHDRAWAL OF BIDS

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

6. AGREEMENT AND BONDS

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

7. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents or finds discrepancies in, or omissions from the Plans or Specifications, he may submit to the Owner written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such Contract Documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents. No oral interpretations of any provision in the Contract Documents will be made to any Bidder.

8. BIDDERS INTERESTED IN MORE THAN ONE BID

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

9. AWARD OF CONTRACT

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

City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. Further, the Owner reserves all rights granted by Section 271.027 of the Texas Local Government Code. The Owner reserves the right to award the bid to the lowest responsible bidder.

10. OPENING OF BIDS

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

11. COMPARISON OF BIDS

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

12. BID GUARANTY

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

13. CONTRACT DOCUMENTS

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

14. TIME ELEMENT

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

15. PAYMENTS

Payments to the Contractor will be based upon the prices stated in the proposal and upon basis of the work performed as determined by the Engineer. The Engineer's determination shall be considered as final unless changes are authorized by the City in writing which shall affect the work. Upon issuance of the Certificate of Completion, the Engineer shall proceed to take final measurements and prepare a final statement of the value of all work performed and materials furnished under the terms of the agreement and shall certify same to the Owner who shall pay to the Contractor on or after the 30th day, and before the 35th day, after the date of the

Certificate of Completion, the balance due the Contractor under the terms of this agreement, provided he has fully performed his contractual obligations under the terms of this Contract, and said payment shall become due in any event upon said performance by the Contractor. Notwithstanding any provision of these Contract documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the Certificate of Acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good workmanlike manner and in full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract documents.

Revised April 2026

NOTICE TO BIDDERS

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

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

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

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

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

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

CITY OF MIDLAND

Consideration of Location of Bidder's Principal Place of Business
For Bids of $50,000 up to $100,000 for Services and $500,000 for Commodities
Affidavit of Eligibility

Pursuant to Texas Local Government Code 271.9051, in purchasing real property, personal property that is not affixed to real property, or services, if the City receives one or more bids from a bidder whose principal place of business is in the City of Midland and whose bid is within five percent (5%) of the lowest bid price received by the City from a bidder who is not a resident of the City of Midland, the City may enter into a contract with:

(1) the lowest bidder; or

(2) the bidder whose principal place of business is in the City of Midland if the City Council determines, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City of Midland created by the contract award, including the employment of residents of the City of Midland and increased tax revenues to the City of Midland.

In order to receive consideration, bidders must submit this affidavit to:

Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine St.,
PO BOX 1152
Midland, TX 79702-1152

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: REECE ALBERT, INC.

Local Address (must be within the City limits): NOT APPLICABLE - OFFICE IS OUT OF CITY LIMITS

1. Is the above address the principal place of business for the business named above? ☐ Yes ☐ No
2. How many residents of the City of Midland are employed at the above business location? _____
3. Year your business was established in the City of Midland: _____
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: _____

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

   _____

   _____

   _____

5. Does your business have more than one office in the State of Texas? ☐ Yes ☐ No
   If Yes, identify the office location considered as the point-of sale for the purpose of sales tax calculation:

   _____

   _____

6. Was the local business required to pay business and/or real property tax for the most recent tax year?

   ☐ Yes ☐ No

   If Yes, did the local business pay any of this tax to the City of Midland? ☐ Yes ☐ No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Midland products and services for a period of one (1) year.

Authorized Signature: Mike Schmidt Date: 5-12-26

Printed Name and Title: MIKE SCHMIDT, VICE PRESIDENT

PROPOSAL

Project Name: Mockingbird Lane Phase 1 Paving And Drainage
Project Number: P25-17

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

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

(See Bid Items sheets for Proposal's item breakdowns, descriptions, quantities, units, unit prices, total amounts, and Pay Notes references.)

For the sum of One Million One Hundred Seventy Seven Thousand Sixteen dollars and Thirty One cents total.

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

Bidders agree to substantially complete all work within 90 calendar days after reciept of notice to proceed.

PUBLIC INFORMATION

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

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

Reece Albert, Inc.

Name of Contractor

Skip Klement, Estimator

Submitted By | Print Name and Title

3001 Foster Street,

Mailing Address

San Angelo | TX | 76903

City | State | Zip

Primary Responses

Success: All data is valid!

Miscellaneous Items

Status	Bid/No Bid Decision	#	Item	Quantity Required	Unit	Pay Note	Numeric Unit Price	Total Cost
Success: All values provided	Bid	#1-1	**Mobilization, furnished, installed, complete and in place.**	3	MO	M1	$ 37,108.03	$ 111,324.09
Success: All values provided	Bid	#1-2	**Preparation of Right-of-Way, furnished, installed, complete and in place.**	2.48	ACRE	M2	$ 2,924.65	$ 7,253.13
Success: All values provided	Bid	#1-3	**Erosion/Sediment Control, furnished, installed, complete and in place.**	3	MO	M3	$ 3,463.92	$ 10,391.76
Success: All values provided	Bid	#1-4	**Traffic Control, furnished, installed, complete and in place.**	3	MO	M4	$ 2,204.17	$ 6,612.51
Success: All values provided	Bid	#1-5	**Job Site Safety, furnished, installed, complete and in place.**	3	MO	M5	$ 581.67	$ 1,745.01
Success: All values provided	Bid	#1-6	**Seeded Erosion Control Mats, furnished, installed, complete and in place.**	3600	SY	M6	$ 4.73	$ 17,028.00
Success: All values provided	Bid	#1-7	**Spray Watering, furnished, installed, complete and in place.**	1	LS	M7	$ 15,078.33	$ 15,078.33
Basket Total								**$ 169,432.83**

Paving Items

Success: All values provided	Bid	#2-1	**Subgrade Preparation (Depth ≤ 6”), furnished, installed, complete and in place.**	7928	SY	P1	$ 2.78	$ 22,039.84

Success: All values provided	Bid	#2-2	Unclassified Embankment (Density Controlled), furnished, installed, complete and in place.	26125	CY	P2	$ 8.46	$ 221,017.50
Success: All values provided	Bid	#2-3	2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place.	7244	SY	P3	$ 18.18	$ 131,695.92
Success: All values provided	Bid	#2-4	8” Type B HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place.	7719	SY	P4	$ 60.20	$ 464,683.80
Success: All values provided	Bid	#2-5	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place.	1449	GAL	P5	$ 6.12	$ 8,867.88
Success: All values provided	Bid	#2-6	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place.	725	GAL	P6	$ 2.91	$ 2,109.75
Success: All values provided	Bid	#2-7	6” Concrete Fillet, furnished, installed, complete and in place.	49	SY	P7	$ 178.04	$ 8,723.96
Success: All values provided	Bid	#2-8	6” Concrete Valley Gutter, furnished, installed, complete and in place.	156	SY	P8	$ 131.39	$ 20,496.84
Success: All values provided	Bid	#2-9	Type A Concrete Curb & Gutter, furnished, installed, complete and in place.	1709	LF	P9	$ 25.45	$ 43,494.05
Success: All values provided	Bid	#2-10	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place.	10	SY	P10	$ 355.18	$ 3,551.80
Success: All values provided	Bid	#2-11	4” Concrete Sidewalk, furnished, installed, complete and in place.	481	SY	P11	$ 78.80	$ 37,902.80
Success: All values provided	Bid	#2-12	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place.	2	EA	P12	$ 1,525.38	$ 3,050.76

Success: All values provided	Bid	#2-13	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place.	4	EA	P12	$ 873.03	$ 3,492.12
Success: All values provided	Bid	#2-14	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place.	10	SY	P13	$ 219.68	$ 2,196.80
Success: All values provided	Bid	#2-15	8” RipRap (D50), furnished, installed, complete and in place.	352	SY	P14	$ 81.08	$ 28,540.16
Success: All values provided	Bid	#2-16	Type 3 Barricade, furnished, installed, complete and in place.	75	LF	P15	$ 76.26	$ 5,719.50
Basket Total								$ 1,007,583.48
Grand Total								$ 1,177,016.31

PAY NOTES

P25-17

Mockingbird Lane Phase 1 Paving And Drainage

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Preparation of Right-of-Way	M2
3	Erosion/Sediment Control	M3
4	Traffic Control	M4
5	Job Site Safety	M5
6	Seeded Erosion Control Mats	M6
7	Spray Watering	M7
Paving Items		
1	Subgrade Preparation (Depth ≤ 6")	P1
2	Unclassified Embankment (Density Controlled)	P2
3	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	P3
4	8" Type B HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	P4
5	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P5
6	Tack Coat (MC-30, 0.10 Gal / SY)	P6
7	6" Concrete Fillet	P7
8	6" Concrete Valley Gutter	P8
9	Type A Concrete Curb & Gutter	P9
10	Concrete Pedestrian Access Ramp	P10
11	4" Concrete Sidewalk	P11
12	Manhole Ring & Cover Adjustment	P12
13	Water Valve Box Ring & Cover Adjustment	P12
14	Flowable Fill / 2-Sack Backfill	P13
15	8" RipRap (D_{50})	P14
16	Type 3 Barricade	P15

PAY QUANTITY NOTES

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

M2 Includes the necessary equipment, labor, materials, and incidentals for Preparation of Right-of-Way per the construction drawings and City of Midland standards and specifications including removal and disposal of all obstructions from the right-of-way and easements where removal of such obstructions is not indicated in the consturction drawings, all scraping and preservation of top soil, and including all clearing, grubbing, and appurtenances. Measurement and payment to be made per acre measured along the ground surface.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per month.

M5 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per month.

M6 Includes the necessary equipment, labor, materials, and incidentals for Seeded Erosion Control Mats per the construction drawings and City of Midland standards and specifications, including all removal, storage, and replacement of existing topsoil as well as all mats, seeding, staking, and appurtenances. Watering is addressed in a separate pay note. Measurement and payment to be made per square yard measured along the ground surface.

M7 Includes the necessary equipment, labor, materials, and incidentals for Spray Watering per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per lump sum.

P1 Includes the necessary equipment, labor, materials, and incidentals for Subgrade Preparation per the construction drawings and City of Midland standards and specifications, including all proof-rollling, sub-grade reworking, scarifying, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P2 Includes the necessary equipment, labor, materials, and incidentals for placement of Unclassified Embankment per the construction drawings and City of Midland standards and specifications, including all sprinkling, rolling, correction of soft spots, grading, sloping, compaction, and appurtenances. Measurement and payment to be made per each cubic yard placed.

P3 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "D" HMAC Asphalt Pavement Surface Course (PG 70-22, 110 LBS / SY at 1" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P4 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "B" HMAC Asphalt Pavement Surface Course (PG 70-22, 110 LBS / SY at 1" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P5 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P6 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (MC-30, 0.10 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P7 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Fillet per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Curb section is formed and poured monolithically with fillet and is not a separate bid item. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P8 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Valley Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P9 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot of material placed measured along the back-of-curb.

P10 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Pedestrian Access Ramp per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P11 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Sidewalk per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P12 Includes the necessary equipment, labor, materials, and incidentals for Ring & Cover Adjustment per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. This includes a minimum 1.0' wide concrete collar whose width is measured from the outer edge of the cover to the outer edge of the concrete ring. Measurement and payment to be made per each adjustment made.

P13 Includes the necessary equipment, labor, materials, and incidentals for installation of Flowable Fill / 2-Sack Backfill (Portland Cement 2 Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all reinforcement, placement, and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P14 Includes the necessary equipment, labor, materials, and incidentals for the placement of RipRap (D_{50}) per the construction drawings and City of Midland standards and specifications, including all placement and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P15 Includes the necessary equipment, labor, materials, and incidentals for Type 3 Barricade per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per each linear foot of barricade placed.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO Bid Bond

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

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written contract for the construction of Mockingbird Lane Phase 1 Paving And Drainage.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully, enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREE that if said Principal should withdraw its Bid anytime after such Bid is opened and before official rejection to such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damage.

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

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this 14th day of May, 2026.

Reece Albert Inc.

Principal

By Mike Schmidt
MIKE SCHMIDT, VICE PRESIDENT

Address 3001 Foster St., San Angelo, TX 76903

Continental Casualty Company

Surety

By
Alyson Carmichael, Attorney-In-Fact

Address 151 N. Franklin Street, CHICAGO, IL 60606

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

Form Revised April 2026

BidB 2

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Paul Michael Messenger, Alyson Carmichael, Sarah Holverson, Individually

of The Woodlands, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 13th day of February, 2026.

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

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 13th day of February, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 14th day of May , 2026 .

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

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

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

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

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

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

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

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

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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

Figure: 28 TAC §1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company
To get information or file a complaint with your insurance company or HMO:

Call: Customer Service at **1-312-822-5000**
Toll-free: **1-877-672-6115**

Email: legclm@cnasurety.com
Mail: CNA Surety, 151 North Franklin, 17th Floor, Chicago, IL 60606

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:
Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company
Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Servicio al Cliente al **1-312-822-5000**
Teléfono gratuito: **1-877-672-6115**

Correo electrónico: legclm@cnasurety.com
Dirección postal: CNA Surety, 151 North Franklin, 17th Floor, Chicago, IL 60606

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:
Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Form F8277-9-2023

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 10th day of June, 20 26, by and between the City of Midland of the County of Midland and State of Texas, acting through its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Reece Albert, Inc. of the City San Angelo, County of Tom Green, State of Texas, Party of the Second Part, herein-after termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the first Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows: Mockingbird Lane Phase 1 Paving And Drainage

together with appurtenances and incidentals.

Conditions of the Contract and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to the Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore as prepared by Engineering and Transportation Department of the City of Midland, Texas, herein entitled the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Contract, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The CONTRACTOR hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 90 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

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

The SUM TOTAL of this Contract shall be: $1,177,016.31.

INSURANCE

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

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

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

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

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

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

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

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

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

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

WAIVER OF ATTORNEY FEES

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

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

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

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

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

GOVERNING LAW AND VENUE

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

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

VERIFICATION

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

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

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

RECORDS RETENTION AND PRODUCTION OF INFORMATION

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

PUBLIC INFORMATION

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

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

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

Parties of the First Part (Owner)

By: _____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Governance Officer

APPROVED ONLY AS TO FORM:

By: _____
Nicholas Toulet-Crump, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this _____ day of _____, 20__ personally appeared _____, an officer of Reece Albert, Inc., known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as an act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_____

_____
Notary Public

Form Revised May 2026

C 7

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (Hereinafter called the Principal[s]), as Principal(s), and _____ (Hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____ , 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of ___Mockingbird Lane Phase 1 Paving And Drainage_____ , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

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

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

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

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

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

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised April 2026

PerfB 2

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for Mockingbird Lane Phase 1 Paving And Drainage, hereof as fully and to the same extent as if copied at length herein.

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

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

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

CERTIFICATE OF PAYMENT

(Do not sign this form until after the project's construction Is complete.)

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

This document is to be signed by the undersigned (Contractor) only after all construction work for this project has been completed and accepted by the City of Midland, and after all suppliers and sub-contractors used by the undersigned for this project have been paid in full by the undersigned for any and all materials and work provided for the completion of this project. Any retainage for this project will be held by the City of Midland until after the undersigned has signed this form.

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

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

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

Further, the undersigned states that all labor performed by the undersigned, his agents, and subcontractors employed by him, has been completed in the usual and customary workmanlike manner and all

work performed is accompanied with the usual and appropriate warranties for such work or repair, absent any disclaimer previously approved by the City of Midland.

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

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

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Company

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

_____
Notary Public, State of Texas

_____
Typed or printed name

CP 2

_____

My Commission expires:

Form Revised April 2026

GENERAL CONDITIONS AND PROVISIONS

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONFLICT OF PROVISIONS

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

3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

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

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

4. TIME ELEMENT

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

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

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

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

5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

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

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

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

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

PAYMENT; RETAINAGE:

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

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

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

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

FINAL COMPLETION AND ACCEPTANCE:

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

FINAL PAYMENT:

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

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

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

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

(b) For defective work not remedied.

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

7. CERTIFICATE OF PAYMENT

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

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

8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

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

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

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

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

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

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

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

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

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

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

9. ASSIGNMENT OF CONTRACT

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

10. SUBCONTRACTORS

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

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

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

11. SUSPENSION OF WORK

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

12. RIGHT OF OWNER TO TERMINATE CONTRACT

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

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

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

14. INCIDENTAL WORK

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

15. PERMITS – COMPLIANCE WITH LAW

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

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

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

16. INSPECTION BY OWNER

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

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

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

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

17. PATENTS

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

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

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

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

19. NOTICE AND SERVICE THEREOF

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

20. QUALITY OF MATERIALS AND WORKMANSHIP

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

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

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

21. SPECIAL METHODS

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

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

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

23. COVERING WORK

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

24. UNFAVORABLE WEATHER

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

25. ALL WORK SUBJECT TO FINAL INSPECTION

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

26. PUBLIC CONVENIENCE

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

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

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

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

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

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

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

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

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

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

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

27. TRAFFIC CONTROL

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

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

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

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

28. PROTECTION OF NEW WORK

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

29. MONUMENTS OR STAKES

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

30. USE OF COMPLETED PORTIONS

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

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

31. USE OF PREMISES

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

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

32. SAFETY RESTRICTIONS

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

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

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

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

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

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

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

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

34. INDEMNIFICATION

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

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

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

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

35. RELEASE

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

36. INDEPENDENT CONTRACTOR

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

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

37. QUALIFICATIONS FOR EMPLOYMENT

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

38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

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

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

39. POSTING WAGE RATES

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

40. PAYMENT OF EMPLOYEES

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

41. WAGE UNDERPAYMENT AND ADJUSTMENTS

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

42. COMPUTATION OF WAGES ON 8 – HOUR DAY

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

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

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

43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

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

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

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

44. CONTRACT SECURITY

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

45. DELAYS

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

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

LATE COMPLETION; LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

46. ERRORS AND OMISSIONS

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

47. SPECIFICATIONS AND DRAWINGS

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

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

48. CONSTRUCTION STAKING

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

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

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

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

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

49. SANITATION

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

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

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

50. WATER FOR CONSTRUCTION

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

51. SEQUENCE AND SPEED OF WORK

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

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

52. INSPECTION AND TESTING OF MATERIAL

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

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

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

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

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

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

53. CONSTRUCTION SCHEDULE

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

54. PROFILES AND ELEVATIONS

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

55. CLEANUP

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

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

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

56. GUARANTEE

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

57. WAIVER OF ATTORNEY FEES:

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

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

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

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

58. GOVERNING LAW AND VENUE

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

59. SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

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

61. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

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

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

62. ASSIGNMENT

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

63. FEDERAL WAGE REQUIREMENTS

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

64. PROMPT PAY ACT

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

65. OTHER FEDERAL REQUIREMENTS

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

Updated April 2026

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

NOT APPLICABLE

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

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

NONE

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 REECE ALBERT, INC.

Mike Schmidt, VICE PRESIDENT

Signature of vendor doing business with the governmental entity

5-12-26

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

SPECIAL PROVISIONS

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

1. SCOPE OF WORK:

The Mockingbird Lane Phase 1 Paving And Drainage project includes arterial roadway improvements to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include the placement, and installation of proposed paving, sidewalk, permanent stabilization and appurtenances including all necessary mobilization, saw-cutting, pavement removal, excavation, embankment, embedment, backfill, compaction, form work, pavement repair, pavement placement, sidewalk repair, sidewalk placement, structural repair, structural placement, concrete joint sealing, erosion control, traffic control, stabilization, utility cover adjustments, as well as coordination with City of Midland staff and organizations such as OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland Staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

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

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

2. ORDER OF PRECEDENCE:

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

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

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

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

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

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

3. EXAMINATION OF SITE:

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

4. PAYMENT:

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

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

5. SAFETY REQUIREMENTS:

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

6. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

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

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

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

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

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

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

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

7. TRAFFIC CONTROL:

All proposed traffic control shall be approved by the City where applicable. All traffic control plans must be submitted to and approved by the Construction Manager no less than two (2) business days prior to starting the construction work. Traffic control for each phase of work must be approved prior to starting that work.

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

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

i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.

8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

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

8. DETOURS:

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

9. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc. Contractor must notify affected properties no less than two (2) business days prior to any planned access interruptions.

Contractor must coordinate with the City of Midland regarding any planned access interruptions for public Right-of-Way, or to restore any public infrastructure damaged during construction activities.

10. PROPERTY AND RIGHT-OF-WAY SERVICE:

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

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

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

11. CONSTRUCTION SCHEDULE:

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

12. CONSTRUCTION STAKING:

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

13. SURVEY:

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

14. CONSTRUCTION MATERIALS:

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

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

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

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

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

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

15. EROSION CONTROL:

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

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

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

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

16. WASTE MATERIAL:

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

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

17. TESTING:

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

Required testing includes:

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

A. Every 50 cubic yards of concrete placed for concrete pavement between street intersections.

B. Every 50 cubic yards of concrete placed for concrete pavement at a street intersection.

C. Every 2 sets of fillets and valley gutters at street approaches. (1 set = 2 fillets and 1 valley gutter)

D. Every 4 alley approaches or driveway approaches.

E. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement – A Nuclear Gauge Density Test is required for either each day that asphalt hot-mix is placed or for every 250 linear feet of asphalt hot-mix pass, whichever results in more frequent testing. The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density range for construction of this project is 93% - 98% with a target density of 95%. Test results are to be given to the Engineer upon completion of each test.

18. COMPLIANCE:

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

Contractor is to comply with all accepted industry standards for means, methods, and details of work to be performed, as well as with any specific requirements of the City of Midland.

Contractor is to comply with any specific order of construction as directed by the City of Midland, but is otherwise free to conduct the work in the order which the Contractor sees fit.

Contractor agrees to comply with any specific direction or requirement of the City of Midland for the construction of this project, but is otherwise free to perform the work in its own way.

19. PERSONNEL:

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

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

20. INTENT OF THE PROPOSAL:

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

21. CONTRACT DEADLINE:

The deadline for substantial completion of this project is __90__ calendar days total starting from the Notice to Proceed date.

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

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

22. WARRANTY PERIOD:

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

23. BID PACKET COMPLETION ITEMS OF NOTE:

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

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

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

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

City of Midland Specifications

PREPARATION OF RIGHT OF WAY

1. GENERAL

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

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

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

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

2. CONSTRUCTION METHODS

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

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

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

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

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

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE

1. GENERAL

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

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

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

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

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

2. CONSTRUCTION METHODS

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

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

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

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

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

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

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

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

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS,

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP

1. GENERAL

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

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

2. MATERIALS

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

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

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

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

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

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

3. CONSTRUCTION METHODS

GENERAL

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

CURB AND GUTTER

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

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

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

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

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

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

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

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

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

DRIVEWAYS AND ALLEY RETURNS

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

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

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

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

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

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

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

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

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

CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

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

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

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

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

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

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

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

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

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

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

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

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

SIDEWALKS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONCRETE RIP RAP

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

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

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

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

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

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

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

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

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

4. BACKFILL AND CLEANUP

GENERAL

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

CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS

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

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

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

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

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

BACKFILL BEHIND CURBS AND ALONG SIDEWALKS

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

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

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

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

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

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

1. GENERAL 1
2. MATERIALS 1
3. CONSTRUCTION METHODS 2

GENERAL *2*
CURB AND GUTTER *2*
DRIVEWAYS AND ALLEY RETURNS *3*
CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS *4*
SIDEWALKS *4*
CONCRETE RIP RAP *6*

4. BACKFILL AND CLEANUP 6

GENERAL *6*
CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS *6*
BACKFILL BEHIND CURBS AND ALONG SIDEWALKS *7*

CONCRETE STRUCTURES

1. GENERAL

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

2. MATERIALS

CONCRETE

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

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

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

3. CONSTRUCTION

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

FLEXIBLE BASE, CALICHE 1
1. GENERAL 2
2. MATERIALS 2
3. CONSTRUCTION 3
4. TESTING 3

FLEXIBLE BASE, CALICHE

1. GENERAL

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

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

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

2. MATERIALS

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

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

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

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

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

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

3. CONSTRUCTION

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

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

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

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

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

4. TESTING

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

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

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

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

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

8/07

Caliche 5

BITUMINOUS PRIME

1. GENERAL

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

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

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

2. MATERIALS

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

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

3. CONSTRUCTION METHODS

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

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

BITUMINOUS TACK

1. GENERAL

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

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

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

2. MATERIALS

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

3. CONSTRUCTION METHODS

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

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

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

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

HOT MIX ASPHALTIC CONCRETE

I. GENERAL

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

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

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

2. MATERIALS

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

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

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

(b) Decantation: Maximum 2.0 percent by weight

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

(a) Plasticity Index: Maximum of 6.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Asphalt - Plus or Minus 0.3 percent.

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

Minimum	Maximum	Optimum
96	98	97

(d) Stability: Minimum of 35 Hveem

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

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

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

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

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

3. CONSTRUCTION METHODS

A. GENERAL

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

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

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

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

B. PLACING

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

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

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

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

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

The Engineer may require the contractor to place a test strip to prove the capability of the machine and the competency of the operating personnel to produce a satisfactory finished surface.

In dips and on curved surfaces where the ski control cannot be used, the surface will be controlled using a l0' straight edge.

Fillet areas, turn outs and other areas not accessible to the spreading machine may be hand laid provided a satisfactory surface is produced.

C. COMPACTION AND FINISHING

Compaction Requirements - The asphaltic concrete surface shall be compacted so that the compacted mixture will contain not more than seven percent (7%) nor less than three percent (3%) air voids.

The surface of the pavement, after compaction, shall be smooth and true to the established line, grade and cross section, and when tested with a l0 foot rolling straightedge, except as provided herein, the maximum deviation shall not exceed l/8 inch in l0 feet, and any surface not meeting this requirement shall be corrected as directed by the engineer.

Raking and Leveling - Minor leveling may be accomplished using asphalt rakes prior to compacting the surface. The surface shall be leveled by loosening the surface of the asphaltic concrete using an asphalt rake then adding or removing material and smoothing the surface. Any large aggregate worked to the surface in this process shall be removed before compaction. The large aggregate shall not be spread over the new asphaltic concrete surface.

Edges and joints with compacted asphalt or concrete gutters shall be carefully squared and excess material removed before compaction. Care shall be taken to see that NO excess material laps over onto the surface of existing asphaltic concrete paving or concrete gutters. Large aggregate worked to the surface in this process shall be removed. It shall not be spread over the new asphaltic concrete surface.

Rolling - In general rolling shall conform to the requirements of item 340 of the Texas Department of Highways and Transportation 1982 Specifications for Construction of Highways, Streets an Bridges except as modified herein.

It shall be the responsibility of the contractor to have rolling equipment available on the job to properly compact the paving mixture in place as required without delay to the lay down operation. Rollers provided shall meet the qualifications for their type as follows:

PNEUMATIC TIRE ROLLERS: The rollers shall be acceptable medium pneumatic tire rollers conforming to the requirements of the item, "Rolling (pneumatic tire)", Type B, unless otherwise specified on plans.

TWO AXLE TANDEM ROLLER: This roller shall be an acceptable power driven tandem roller weighing not less than 8 tons.

THREE WHEEL ROLLER: This roller shall be an acceptable power driven three wheel roller weighing not less than l0 tons.

THREE AXLE TANDEM ROLLER: This roller shall be an acceptable power driven three axle roller weighing not less than l0 tons.

Vibrating rollers will not be used without prior written approval of the engineer. Written approval will be granted only upon demonstration by the contractor that the roller and operator can produce a satisfactory surface within the tolerances of these specifications. Only the operator or operators thus approved will be allowed to operate the vibrating roller on this project.

Areas not accessible to standard rollers shall be compacted using trench rollers, impact tampers, hand tamps or other approved means that will produce the density and surface required.

JOINTS- Shall be carefully rolled to provide compaction of the asphalt against the existing surface or face of the concrete gutter. Joints between concrete gutters and Hot Mix Asphaltic Concrete shall be placed so that the HMAC will be approximately l/2 inch higher than the concrete when compaction is completed. At transverse joints such as valley gutters and fillet areas where finishing asphalt paving 1/2 inch above the edge of concrete will adversely affect ride quality the asphalt shall be finished 1/4 inch above the edge of the concrete.

Transverse joints shall be rolled in the transverse direction with the first pass extending approximately six (6") inches onto the new asphalt each additional pass shall extend approximately twelve (12") inches further onto the new asphalt until the full width of the roller is on the new asphalt. Longitudinal rolling may begin then.

All transverse joints shall be checked with a l0" straight edge while the material is

still hot enough to roll. Any corrections shall be made by loosening the material using an asphalt rake and adding or removing material and recompacting the surface. The surface shall be rechecked and when the joint is acceptable the asphalt spreading machine may proceed with the pass.

Final or finish rolling shall be accomplished using a two axle tandem roller to remove roller marks. This rolling shall be accomplished after the surface has cooled sufficient to minimize further marking but before it is too cool to respond to rolling.

STRAIGHTEDGES AND TEMPLATES - The contractor shall provide acceptable l0 foot straightedge for surface testing. Satisfactory templates shall be provided as required by the Engineer.

4. FIELD QUALITY CONTROL

Test Lots - Field Quality Control Tests shall be made by lot with a lot being the amount of contiguous surface laid in one day. No lot shall exceed l0,000 S.Y. If a days laying exceeds l0,000 S.Y., that days laying shall be divided into two approximately equal lots. The same lot divisions shall be used for all Quality Control Tests. Each separate block or combination of contingeous (blocks) of paving shall be considered as a separate lot even though they may be placed in a single day and do not comprise l0,000 S.Y. of surface.

Surface Tests - Surface tolerance tests will be performed in both longitudinal and transverse directions. The test for longitudinal surface tolerance will be performed with a ten-foot rolling straightedge furnished by the contractor, and calibrated and used in accordance with the manufacturer's recommendation or other approved method.

The maximum allowable deviation in surface shall be 1/8 inch in 10 feet. Tests for longitudinal surface tolerance will be performed by the contractor, accompanied by the engineer within 24 hours of the completion of a lot. One path in each lane for the length of the entire lot will be tested. The location of the test path (Distance from centerline or pavement edge) will be determined by the engineer through the use of random numbers. Any deviations in the surface finish of a roadway wearing course which exceeds l/4 inch must be corrected. After corrections have been made, the entire lot must meet the l/8 inch surface tolerance.

Thin course "scab on" patching will NOT be permitted. Corrections may be made by planning, milling and patching or by removing and replacing affected surface area.

When milling and patching is used to correct surface defects the minimum depth of removal shall be l".

For milling and patching or surface removal the area removed or milled shall be sufficiently large to avoid the appearance of patching.

When planning is used to correct defects the thickness of the remaining paving shall meet the thickness requirements as shown on the plans.

Surface tolerance test will be performed on the last or wearing course only.

Asphaltic concrete pavement constructed under these specifications that does not meet the surface tolerance requirements and is allowed to remain in place will be paid for at a reduced rate determined by multiplying the price bid for the wearing surface course by a surface tolerance quality factor. This rate shall apply to the entire lot.

Lower courses will not be affected by this quality factor but will be paid for at the price bid or such price as it may be affected by other quality factors.

The surface tolerance quality factor will be determined according to the following schedule:

Linear % of pavement exceeding 1/8 inch surface tolerance	Surface tolerance quality factor
0.0 to 1.0	1.0
1.1 to 1.5	0.9
1.6 to 2.5	0.8
over 2.5	0.5

Roadway surface requirements will not be applied for paved drives, aprons, turnouts, and other irregular sections, however, asphaltic concrete shall be placed in such a manner as to provide a neat and uniform appearance and shall be compacted by methods satisfactory to the engineer.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the surface tolerance quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be pre- constructed and remove and reconstruct the pavement. All costs in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be re-tested and the surface tolerance quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x ....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Thickness Test - Thickness test will be made by the engineer on each course of asphaltic concrete laid. Test specimens shall be made by a commercial laboratory selected by the owner. Test specimens shall be cores having a minimum nominal diameter of 6". These cores shall be made in the presence of the inspector at locations designated by the inspector using an approved power operated coring machine.

For thickness and compaction test, each lot shall be divided into approximately equal sublots corresponding in width to each pass of the lay down machine and containing up to but not exceeding 2,000 square yards each. If a lot contains less than 2,000 square yards the engineer may, at his option, divide the lot into two equal sublots, or, if the contractor has a record of satisfactory workmanship, the engineer may waive tests on said lots.

The engineer will locate one test spot for each l,000 S.Y. and/or fraction thereof in each sub-lot using random numbers. If a spot thus located falls within one foot of a longitudinal joint or lip of gutter or within two feet of an unsupported edge or within l5 feet of the beginning or ending edge of a pass, the engineer will relocate the spot using random numbers. The commercial laboratory chosen by the owner will remove the test specimen from each designated spot, mark the specimen and the adjacent pavement for future reference and perform the required tests. Test specimens shall be removed with special caliper type tongs having circular jaws of the diameter of the specimen being removed. These jaws shall grip at least 1/2 of the circumference of the specimen. Screw drivers or other type of prying instruments shall not be used to remove the specimens.

The thickness of a specimen shall be determined by averaging four (4) measurements made at ninety degree (90) intervals around the specimen. Any thickness less than design thickness shall be considered as deficient.

For hot mix asphaltic concrete pavement less than 2 inches thick the maximum allowable deficiency in any one test specimen is l/8 inch provided that no more than twenty five percent (25%) of the specimens tested show a deficiency. For pavement in excess of 2 inches in thickness the maximum allowable deficiency in any one specimen shall be l/8 inch plus l/l6 inch for each additional inch of thickness provided that no more than twenty five percent (25%) of the test specimens show a deficiency.

When a test specimen has a greater deficiency and less than (25%) of the test specimens show a deficiency the contractor shall, at his own expense, determine the extent of the deficiency and correct it by removing and replacing the surface. The minimum width for such correction will be the full width of the pass or passes of the lay down machine in which the deficiency occurs.

The minimum length of such correction shall be three times the width removed. When more than (25%) of the test specimens show a deficiency the surface may at

the engineers option be declared uniformly deficient and the contractor shall correct the deficiency by removing and reconstructing the surface or by constructing an overlay of not less than l inch thickness over the deficient area. The construction of an overlay will require milling at lip lines and dips.

The corrected surface shall meet all the requirements of these specifications.

Asphaltic concrete pavement constructed under these specifications that is less than design thickness, if allowed to remain in place, will be paid for at a reduced rate determined by multiplying the unit price bid in the bid proposal by a thickness quality factor. This rate shall apply to the entire lot in which the deficiency is found.

The thickness quality factor for hot mix asphaltic concrete pavement less than 2 inches in thickness shall be:

Thickness Deficiency	Quality Factor
Maximum l/8" for any one specimen with no more than 25% of the specimens showing a deficiency.	l.0
Pavement not meeting the 25% limitation with an average specimen deficiency up to l/8 inch.	0.75
Average specimen deficiency of l/8 inch to l/4 inch	.55
Average deficiency of more than l/4 inch	0.0

The thickness quality factor for hot mix asphaltic concrete more than 2 inches thick will be l.0 if the maximum deficiency for any one specimen is l/8 inch plus l/l6 inch for each additional inch of thickness over 2 inches and not more than twenty five percent (25%) of the test specimens in the lot are deficient. For thickness test that fall outside this area either by single specimen thickness deficiency or more than twenty five percent (25%) of the specimens showing deficiency the thickness quality factor shall be computed as follows:

$$\text{Thickness Quality Factor} = \frac{1}{\left(\frac{1}{\text{Thickness Ratio}}\right)^2}$$

The thickness ratio for a lot is the average specimen thickness for that lot, with no allowance for thickness in excess of design, divided by the design thickness. For determining the average specimen thickness, those specimens in excess of design thickness shall be considered at design thickness.

The minimum thickness quality factor for which payment will be allowed is .55. Any pavement with a thickness quality factor below .55 will be considered as having a thickness quality factor of 0. This shall apply only if the contractor requests, in writing, to have this paving remain in place and this request is approved in writing by the engineer.

When the deficient area is in a lower course of a multi-course paving structure the contractor may reduce or correct the deficiency by increasing the thickness of the subsequent course or courses as follows:

When subsequent course is	Maximum increase in course thickness
Type B	1/2"
Type C	3/8"
Type D	1/4"

When corrected in this manner the thickness quality factor shall be determined using the combined thickness of the corrected courses and shall apply to all unit prices applicable to this lot.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the thickness quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be reconstructed and remove and reconstruct the pavement. All cost in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be retested and the thickness quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Compaction Test: Compaction test will be made by the commercial laboratory chosen by the owner on the core samples removed from the paving for thickness testing.

The percent air voids will be calculated using maximum theoretical specific gravity of the mixture.

The contractor may attempt to correct deficiencies in compaction by additional pneumatic rolling upon written permission of the engineer. Requests for permission to conduct additional rolling shall be submitted, in writing, to the engineer no later than three days following notification of the deficiency by the commercial laboratory and the additional rolling shall be completed within ten (l0) days following said notification weather permitting.

In no case shall the additional rolling be delayed beyond thirty (30) days from the date the surface was laid. All cost for additional rolling and additional coring and testing of the re-rolled surface shall be born by the contractor.

Asphaltic concrete pavement not meeting this specification and that is allowed to remain in place shall be paid for at a reduced rate determined by multiplying the price bid in the bid proposal by a compaction quality factor determined according to the following schedule:

Percent air voids (average of all specimens for the lot)	Compaction Quality factor	
less than 3	0	
3.0 to 8.0	1.0	
8.1 to 9.0	0.9	
9.1 to 10.0	0.7	
10.1 to 11.0	0.5	and the engineer may require a chip seal to be applied at the contractor's expense
More than 11		0 and the engineer may require a chip seal to be applied at the contractor's expense.

NOTE: HMAC surfacing with between 11% and 15% air voids may, upon written request by the Contractor, be reviewed by the Engineer to determine if it may be left in place. The Engineer's review will consider the type of street and expected traffic conditions among other factors and a written determination will be issued. If the surface is allowed to remain in place, a chip seal will be required at the Contractor's expense. The quality factor for this paving will remain at 0.

The reduced rate shall apply to the entire lot.

The effect of compaction quality factors shall be cumulative and shall be applied as described for surface quality factors and thickness quality factors.

Cost for Field Quality Control - The surface tolerance test shall be made by the contractor at his expense.

The initial thickness and compaction test will be made at no cost to the contractor except for the cost of materials and labor to repair the holes left when cores are removed.

The cost of all thickness test to isolate a deficient area and the cost of retesting the corrected area shall be born by the contractor.

The cost of all retesting of compaction after additional rolling to correct compaction deficiencies shall be born by the contractor.

Areas reconstructed to remedy deficiencies shall meet all the requirements of these specifications and shall be tested in the same manner as original construction. The cost of all tests on reconstructed areas shall be born by the contractor.

5. ADDITIVES

Anti-stripping: An approved liquid anti-stripping agent shall be added to the asphalt used in the hot mix asphaltic concrete. The rate of application shall be in accordance with the manufacturer's recommendation. The minimum anti-stripping agent added shall be one-half (l/2) of l%.

The anti-stripping agent used shall have a proven record when used with similar aggregate and shall be approved by the engineer in writing prior to the date set for reception of bids.

P.V.C. PIPE CASINGS

1. SCOPE

   This item consists of furnishing and installing PVC pipe for casing for future water and electric lines at locations shown on the plans or as directed by the Engineer.

2. MATERIAL

   Pipe shall be ASTM D 1785 schedule 40 PVC pipe or ASTM D 2241 PVC SDR 32.5 pressure pipe. The ASTM designation and schedule or SDR shall be clearly marked on the outside of the pipe.

3. CONSTRUCTION

   Pipe shall be laid in straight alignment and grade in trenches as narrow as the diameter of the pipe can be laid. Pipe shall be placed after the sub grade is prepared but before base material is placed. Bedding under the pipe shall be a minimum of 2 inches in thickness and shall be carefully graded and leveled before pipe is placed. Joints shall be water tight. They may be solvent cement welded using approved materials, or may be made using a gasketed collars or push on gasketed bell and spigot. When collars are used care shall be exercised to assure that the collar is centered over the joint. All joints shall be made in accord with the manufacturer's recommendations. After pipe has been joined and inspected the pipe shall be encased in bedding/encasement material to a thickness of 3 inches above the pipe. Care shall be exercised to be sure the encasement material is worked in under the haunches of the pipe and compacted along the side of the pipe to assure adequate lateral support. The balance of the trench shall be back filled using cement stabilized backfill consisting of 2 sacks of Portland cement to 1 cubic yard of blow sand or crushed caliche mixed with sufficient water to form a stiff place able mixture that can be consolidated in the trench by rodding or vibrating. The back fill shall be "struck off" at the finished sub grade level using square point shovels or suitable screeds. The ends of the pipe shall be tightly plugged to prevent the entrance of water debris or other foreign material. These plugs shall be PVC or rubber stoppers designed to endure until the water lines and/ or electric lines are places.

4. MEASUREMENT AND PAYMENT

   Casing pipe shall be measured by the linear foot along the center of the pipe and shall be paid for at the unit price in the bid proposal.

WATER LINE SPECIFICATIONS

1. SCOPE OF WORK

The work covered by this section consists of all water pipe lines and piping, including valves, valve boxes, tapping sleeves, fire hydrants and other accessories, required to complete the project. The contractor shall furnish all materials, labor, superintendence, tools, equipment and incidentals necessary for the complete construction of this work in accordance with the drawings and these specifications.

2. PIPE AND MATERIAL

2.1 General

Pipe shall be polyvinyl chloride (PVC) AWWA C900, ductile iron AWWA C-151 or steel cylinder concrete pipe AWWA C-303.

2.2 Polyvinyl Chloride (PVC) Pipe

A. PVC pipe furnished for use on this project shall conform to the requirements of AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in., for water distribution pressure class 150, DR18. and shall be NSF approved for potable water supply.

B. The pipe furnished shall have an integral bell designed for joint assembly using elastomeric seals.

C. Markings for the pipe shall include all the requirements of AWWA C900 and the MSF approval stamp.

D. Elastomeric seals shall be furnished by the pipe manufacturer. Seals shall be manufactured to conform with the requirements of ASTM F4 77 and shall be specifically designed for use with the pipe furnished.

E. Lubricants intended for use with PVC pipe and seals (gaskets) shall be compatible with both PVC and the seal material. Lubricant shall not support growth of bacteria and shall not adversely affect the potable quality of the water that is to be transported.

F. Pipe laying lengths shall be 20'.

G. Service taps on PVC water lines shall be made using hinged type or double strap type saddles. Tapping saddles shall support the full circumference of the pipe and shall have a bearing area of sufficient width along the axis of the pipe to prevent distortion of the pipe when saddle is tightened.

No direct taps into the wall of PVC pipe will be permitted.

Seals for tapping saddles shall be recessed into the body of the saddle and shall be

a rubber - compound conforming to the requirements of ASTM F477.

Tapping saddles shall be SMITH-BLAIR Taper Seal Style 313 or DMD Dresser style 194 or approved equal.

H. Tapped connections for water mains and fire lines made on PVC water mains shall be accomplished using full bodied ductile iron tapping sleeves of a pressure rating equal to or greater than the pressure rating of the pipe specified.

I. Bedding for AWWA C900 PVC water pipe shall extend from a minimum depth of 4 inches below the outside of the water line to a minimum cover of 6 inches over the top outside of the water line.

J. AWWA C900 PVC water pipe shall be installed in accord with the applicable requirements for installing ductile iron pipe.

Care shall be taken to install each joint of PVC water pipe to, but not beyond the factory insertion mark on the pipe.

When a joint of PVC water pipe must be cut, the end of the pipe shall be carefully beveled to match the factory bevel on the uncut pipe. An insertion mark matching the factory insertion mark on the uncut pipe must be made before the pipe is inserted into the bell.

When PVC water pipe is to be inserted into a ductile iron fitting or valve, the factory bevel must be removed to form a square plain end pipe.

2.2 (a) Metallic Marking Tape (For PVC Water Pipe)

2.2(a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.2 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted blue on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED WATER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Warning Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.2(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.2(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.3 Ductile Iron Pipe

A. All ductile iron pipe used in the construction of water works improvements shall be Cement Lined and shall be manufactured in accordance with and shall meet the requirements of AWWA Specification C-l5l.

B. Pipe shall be cast in lengths of not less than l2 feet and shall be designed for a working pressure of l50 pounds per square inch. Thickness of ductile iron pipe shall be as shown on the plans and bid proposal or shall be computed in accordance with AWWA Specification C-l50, based on l50 pounds per square inch working pressure for 10 feet of cover and laying condition 2.

C. All ductile iron pipe shall have an exterior, bituminous coating and an inside cement-mortar lining in accordance with the requirements of AWWA Specification C-l04.

2.4 Polyethylene Plastic Tubing

Service lines shall be constructed with polyethylene plastic tubing as specified in ASTM D 2737 with a rating of l60 psi.

2.5 Ductile Iron Pipe Fittings

All fittings for ductile iron pipe and PVC pipe shall be ductile iron and shall be mechanical joint all connections except tees for fire hydrant leads unless shown otherwise on the plans. Tees for connecting fire hydrant leads shall be MJ- with a flange outlet.

All ductile iron fittings shall conform to AWWA Specification C-110, designed for a working pressure of 250 psi. All ductile iron fittings shall have an external coating and shall be cement lined in accordance with the specifications for coating and lining the pipe.

2.6 Pretensioned Concrete Cylinder Pipe

A. The contractor shall furnish and install all concrete cylinder pipe and fittings, including connections and appurtenances complete as shown on the plans and specified herein.

B. The contractor shall submit six (6) sets of full and complete shop drawings on the concrete cylinder pipe and fittings. All of the drawings and data shall be complete and shall include a complete description of the pipe offered, including cuts, tabulated layout and all pertinent engineering data required for a complete evaluation of the submittal. Submittal data shall be in such form and so presented that the Engineer may readily review the data.

C. Prior to delivery of the pipe to the project site, the manufacturer shall furnish an affidavit certifying that all pipe, fittings, and specials, and other products and materials furnished, comply with the applicable provisions of this specification.

D. The pipe manufacturer shall furnish a factory trained, job experienced field representative who shall visit the project periodically during the course of installation. He shall also be subject to call by the contractor and/or engineer to advise and assist with the solution of field problems.

During visits, the representative shall observe all phases of the project including location and condition of pipe strung ahead of the contractor, trench width, if applicable, bedding and backfill, assembly of pipe joints and protection of steel. If, in the opinion of the representative any phase of the installation is unsatisfactory, he shall so advise the contractor's superintendent and also advise the owner or engineer's representative on the job site.

E. All closure sections shall be the jack on type and "field welding" will not be permitted without the written permission of the engineer.

F. Pipe manufacturer will install all necessary taps for the contractor to disinfect and field hydrostatic test the pipe.

G. Pretensioned concrete cylinder pipe, fittings and specials shall be designed, fabricated and tested in accordance with the latest requirements of AWWA C-303, "Reinforced Concrete Pressure Pipe Steel Cylinder Type, Pretensioned, for Water and Other Liquids" with additional requirements or modifications as described herein.

H. Pretensioned concrete cylinder pressure pipe shall be designed for l50 psi, working pressure and manufactured in 32 foot nominal lengths in accordance with the provisions of AWWA Standard C-303.

I. Inspection and Testing

(1) The owner reserves the option to have an independent testing laboratory, at the owner's expense, inspect pipe and fittings at the pipe manufacturer's plant to ensure compliance with the applicable specifications. The owner's testing laboratory and Engineer shall have free access to those parts of the manufacturer's plant that are necessary to ensure compliance with the governing standard. The pipe manufacturer shall notify the owner, in writing, at least two weeks ahead of pipe fabrication as to start of fabrication and fabricating schedule so that the owner can advise the manufacturer as to owners' decision regarding tests to be performed by an independent testing laboratory. In event the owner elects to retain an independent testing laboratory to make material tests and weld test, it is the intent that the tests be limited to one spot testing of each category unless the tests do not show compliance with the standard. If these tests do not show compliance, the owner reserves the right to have the laboratory make additional tests and observations to ensure compliance of the finished product with the standard.

(2) In any event, the manufacturer shall perform the tests described in AWWA C 303, and furnish the owner with a copy of the test reports, if requested, at the expense of the pipe manufacturer. The pipe manufacturer shall furnish the owner with affidavit of compliance as outlined in the standard.

(3) All welds for water tightness in special pipe and fittings that have not been hydrostatically tested may be examined by use of visible dye penetrant system meeting requirement of ASTM El65; however, collar reinforcement and all other lap welds shall be tested by introducing air under l0 psi pressure between the collar and cylinder and checking for leaks around and through the welds with soap solution.

The area to receive the dye penetrant shall be cleaned free from contaminants that might interfere with the penetrant process. The temperature of the steel in the weld area shall be between 60 and l25 degrees F. when the penetrant is applied. Dwell time of six hours shall be allowed after application of the penetrant and developer before interpreting the results.

Defects that are found shall be repaired and the test repeated until all defects

are eliminated. Colored penetrant shall be removed before fittings are lined.

2.7 Casing Pipe

Casing pipe to be installed in bore or open cut may be limited service pipe, corrugated galvanized steel pipe or new straight seam or spiral welded steel pipe. Casing pipe shall be furnished in thickness or gage as shown on the plans.

Limited service pipe proposed for use on this project must be approved a minimum of four (4) working days prior to the time of opening bids and shall be in good condition and shall meet the same service requirements as the corrugated galvanized steel or welded steel pipe.

Welded steel casing pipe shall be coated inside and out using a coal tar epoxy or shall be bituminous coated in side and out by the hot dip method.

2.8 Bedding Materials

A. All water pipelines placed on this project shall be bedded with crushed stone bedding materials to the minimum as shown on the plans and in the Detail Drawings.

B. Granular material furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note, all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM c33 Grade #57	X			
ASTM C33 Grade #67	X			
ASTM C33 Grade #8		X	X	
THD 1982 ITEM 302 Type "D" Grade #4		X	X	
THD 1982 Item 302 Type "D" Grade #5			X	
Crusher Fines**			*X	X

* 100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the 3/4" sieve.

** Approximate Gradation for Crusher Fines

Sieve Size	% Passing
2 inch	100
#4	35 - 100
#10	20 - 100
#40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

C. Granular materials provided for Foundation, Bedding, Encasement, or backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B Bedding where specified.
Granular Encasement	Placed below an elevation one half (6") foot above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.
Granular Backfill	Placed below the surface base course, if any, as the second stage of backfill, to minimize trench settlement and provide support for surface improvements.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

3. **VALVES AND VALVE BOXES**

3.1 General

A. Valves 4" through l2" shall be resilient seated gate valves with non-rising stems and shall open by turning to the left (counter clock wise).

B. Valves l4" and larger shall be resilient seated butterfly valves and have operators suitable for direct burial and shall open by turning to the left (counter clock wise).

All valves except valves for use in fire hydrant leads shall have mechanical joint ends unless shown otherwise on the plans. Valves for use in fire hydrant leads shall be flange by mechanical joint.

C. All valves and fire hydrants shall be spray coated with a two component thermal setting epoxy to cover all interior wetted ferrous surfaces. Finished coating shall have a minimum thickness of 4 mils. The coating shall conform to the coating section of these specifications.

D. All valves for buried service shall be equipped with 2" square AWWA operating nuts.

3.2 Gate Valves

A. Gate valves shall be iron body, resilient **wedge gate** and shall be in compliance with AWWA Standard C-509-80 or latest revision thereof and shall have the following design features:

B. All valves shall have a working pressure of 200 psi and shall be bottle tight tested at this pressure from both directions. The gate body shall also be hydrostatically tested at 400 psi. Zero leakage will be required in all tests. The body, bonnet, and stuffing box shall be flange together with ASTM A-307 Grade B bolts and nuts to insure repairability.

C. Stems shall be machined from modified manganese bronze rod with an integral forged thrust collar machined to size.

D. Stem seals shall be dual "O" ring type.

E. Valve discs shall be rubber encapsulated or have disc seat rings molded of natural rubber, internally steel reinforced retained to the disc by self-locking type 304 stainless steel screws. Valve gates shall seat against a machined epoxy coated mating surface in the body of the valve.

F. All internal ferrous metal surfaces (machined or cast) shall be factory spray coated with a two component thermosetting epoxy to a nominal thickness of 4 mils and the exterior shall be coated with asphalt varnish as specified for coating of the pipe. (See Sec. 3.4 of these specifications for epoxy coating).

G. Valves shall be Mueller A-**2360** or Dresser-M&H **4067** or approved equal. Any alternate (approved equal) to these specifications **shall have completely interchangeable parts with either of the specified valves.**

3.3 Butterfly Valves

A. General - All butterfly valves shall be of the rubber seated tight-closing type. They shall meet or exceed AWWA Standard C-504, Class l50B. Both valve ends shall be mechanical-joint per AWWA Standard C-lll. Accessories (bolts, glands, and gaskets) shall be supplied by the valve manufacturer.

B. All valves must use full AWWA C-504 Class l50 B valve shaft diameter, and full Class l50 B underground service operator torque rating throughout entire travel, to provide capability for operation in emergency service.

C. Valve body shall be high strength cast iron ASTM A 126 Class B with l8-8 type 304 stainless steel body seat. Valve vane shall be high strength cast iron ASTM A 48 Class 40 or ASTM A 536, Grade 65-45-l2 ductile iron having rubber seat mechanically secured with an integral l8-8 stainless steel clamp ring and l8-8 stainless steel self locking screws.

D. Rubber seat shall be a full circle 360^{o} seat not penetrated by the valve shaft. Valve shall have permanently set two way thrust bearing. Packing shall be designed for permanent duty in underground service.

E. Valve operator shall be of the traveling nut type, sealed, gasketed and lubricated for underground service. It shall be capable of withstanding an overload input torque of 450 ft. lbs. at full open or closed position without damage to the valve or valve operator. It shall be designed to resist submergence in water to 25 ft. head pressure. Number of turns to operate valve shall be as listed below in order to closely resemble conventional distribution valve practices and to minimize water hammer:

Pipe and Valve Size	Turns to close	Pipe and Valve Size	Turns to Close
4" - 6"	16-1/2	14" - 16"	48"
8"	24	18" - 20"	72
10" - 12"	36	24"	90

F. Valves shall be capable of easy closure by one man using standard valve key, even under emergency line-break conditions as severe as those that would - cause a valve maximum opening torque requirement of as much as two times AWWA Class l50 B.

G. All valves shall be tested bottle-tight at rated working pressure by the manufacturer as follows:

l4" up. . . . . l50 psi

In addition a hydrostatic test with vane partially open shall be given to the assembled valve as follow:

l4" up. . . . . 300 psi

H. Valve shafts shall be l8-8 type 304 stainless steel. Shaft bearings shall be of the self lubricating sleeve type.

I. Valve discs or vanes for valves 30" and larger shall be the flow through (bridge or truss) type.

J. Butterfly valves shall be Dresser-M&H Model "450", "4500" or "l450" or Mueller line seal III or approved equal. Alternates (approved equal) to these specifications must be approved in writing 48 hours prior to time bids are received.

3.4 Coating

A. The coating shall be a two part thermosetting epoxy protective coating and shall function as a physical, chemical and electrical barrier between the base metal to which it is applied and the surroundings.

B. The coating shall be non-toxic and shall not impart taste to water. The coating must be formulated from materials deemed acceptable per the FOOD AND DRUG ADMINISTRATION DOCUMENT TITLE 2l of the FEDERAL REGULATIONS ON FOOD ADDITIVES SECTION l2l.25l4 entitled, RESINS AND POLYMERIC COATINGS.

C. The coating shall have a satin finish and shall be suitable for field over coating and touchup with same coating material without sanding or special surface preparation, or application of heat in excess of room temperature.

D. The coating shall have a successful record of performance in valves, pipe or other allied equipment for a minimum of two years.

E. The coating adhesion to the substrate shall exceed cohesion of the coating film as demonstrated by the following test:

(1) Prepare test panel and apply coating per manufacturer's recommendation.

(2) After sample has properly cured per manufacturer's recommendation, scribe an "X" using a sharp knife or scalpel through the coating to the metal substrate.

(3) Then with the point of the knife at the juncture of two scribes, attempt to lift off coating. Coating should not lift off substrate or between coats readily, but should break up leaving coating material on the substrate of this damaged area.

(4) No disbandment of the film shall be noted as tested above after immersion in tap water for l500 hours at l00`F.

F. A falling sand abrasion test using ASTM D968 shall produce an abrasion coefficient of 25-30 liters/mil. As an alternative, a Taber Abrader Test should find 3.5 - 3.7 milligrams coating loss per l00 cycles when using a CSF l0 Wheel (l000 gram weight).

3.5 Valve Boxes

All valves to be used in buried service shall be enclosed in cast iron valve boxes. Care shall be taken to place and maintain the 2" square operating nut in the center of the valve box. The valve box shall be two piece cast iron suitable for use with PVC pipe box risers. The 6 inch diameter cover shall be marked " Water". The PVC riser pipe shall be furnished in lengths as required (minimum pipe cover 42") PVC pipe for valve box riser may be ASTM C-900, ASTM D1785 schedule 40, ASTM D2241 pressure class 125 or ASTM D3034 DR 35. Valve boxes shall have a concrete ring 8" thick and having a radius equal to the radius of the valve box plus one foot (1') cast around them. Valve boxes placed in unpaved areas shall be set level with or slightly higher than the finished ground elevation. Valve boxes set in paved areas shall match the finished pavement surface.

3.6 Fire Hydrants

A. Fire hydrants shall conform to the requirements of AWWA C 502 dry barrel type. The fire hydrants shall be designed for a depth of bury of 4.5 feet, however the depth of bury may vary according to field conditions and extensions or shorter bury depth may be required.

B. The hydrants shall have a 5-l/4 inch valve opening, two 2-l/2 inch hose nozzles and one 4-l/2 inch pumper nozzle.

C. Hose threads shall be National Standard threads.

D. The hydrants shall be sized for 6-inch mains and shall have an inlet connection compatible with the type pipe used. All gaskets, nuts, bolts and other jointing materials shall be considered part of the fire hydrant installation.

E. Operating nut shall be standard l-l/2 inch pentagon opening counter-clockwise. The hydrant shall close with the pressure.

F. Hydrants shall be painted Federal Safety Yellow.

G. Fire hydrants shall have all interior wetted ferrous surfaces epoxy coated as required in the general and coating section of this item.

H. The hydrants shall have a minimum of two (2) drain holes located on opposite sides of the hydrant. The entire drainage channel must be made of non-corrosive material and sealed by acceptable resilient material (metal and/or leather seals are not acceptable).

I. The hydrants shall have a breakable safety flange and breakable stem coupling which breaks cleanly upon impact.

J. The hydrants shall be AWWA improved type hydrants and shall have self-oiling reservoirs.

K. Fire hydrants shall be the Mueller Centurion, the Dresser -M & H 929 Reliant, or The American Darling.

4. EXCAVATION, TRENCHING BEDDING AND BACKFILLING

4.l Trenching

A. The trench shall be excavated to the lines and grades as established by the engineer and as shown on the plans. The depth of cover for all main lines on which the grades and elevations are not shown on the plans, shall in general be Forty-two (42) inches. The amount of cover may vary over or under 42 inches as directed by the engineer but in no case will the amount of cover be less than thirty-six (36) inches. Depth of cover for service lines shall be as shown on the detail drawings.

B. Water lines constructed in proposed streets and service drives shall have the depth of cover measured from the finished grade. The contractor is hereby cautioned that proposed street finished grades are sometimes cut below the existing ground elevation.

C. The minimum width of the trench shall be the outside diameter of the pipe plus twelve (l2) inches for pipe diameter through l8", the outside diameter of the pipe plus eighteen (l8) inches for pipe diameters over l8". The trenching equipment shall be maintained on a sufficiently level road bed to provide substantially vertical trench walls. The maximum horizontal offset of the trench wall from bottom of trench to the top of the trench (under-cutting) shall be four (4) inches.

D. The trench shall be over excavated to an even grade to the depth of required bedding so that the bottom of the pipe will rest on a uniform thickness of bedding material on the bottom of trench throughout the entire length of the pipe. In order to obtain a true even grade, the bedding material shall be fine graded by hand. On lines that are to be laid to established grades batter boards shall be set at fifty foot intervals and the trench graded to the established grade.

E. Any part of the trench excavated below grade shall be corrected by filling with bedding material. The bedding material shall be thoroughly compacted.

E. If large rock, rock fragments or other unyielding materials are encountered in the bottom of the trench they shall be removed to a depth of six inches below grade, and the void filled with thoroughly compacted approved bedding material.

G. Bell holes of ample dimensions shall be dug at each joint to permit the jointing of pipe to be made properly and of sufficient depth to prevent the bell of the pipe from resting on undisturbed materials.

H. Wherever necessary to prevent caving, the trench shall be adequately braced and sheeted. Trench safety shall be in accordance with item l4 "Shoring and Sheeting of this specification.

I. Trench digging machinery may be used to make the trench excavations except in places where operation of same would cause damages to trees, buildings or other existing structures either above or below ground. In such instances hand trenching methods shall be employed.

J. All excavated material shall be stockpiled in a manner that will not endanger the work or existing structures and that will cause the least amount of obstructions to walks and driveways.

K. There will be no classification of the excavated materials and the term excavation shall include all materials encountered in excavating the trenches or structural excavations.

L. The contractor shall take all necessary precautions for protecting paved areas from being damaged by the trenching and backfilling equipment. Any damage done to any paved area, outside of the area set forth in the plans, as a result of the construction work shall be repaired by the contractor at his own expense.

M. Where the lines are located behind curbs, the contractor shall take special precautions to protect trees and shrubs. Care shall be exercised to cause as little damage to lawns as possible.

Where lines cross under curbs, gutters or curbs and gutters, tunneling will be required.

N. Blasting for excavation of solid rock will be permitted only after securing the

approval of the Director of Engineering and Transportation and the engineer and only when proper precautions are taken for protection of persons and property. The hours of blasting will be fixed by the engineer. Any damage caused by blasting shall be paid for by the contractor. The method or procedure relative to blasting shall conform to all state laws and local ordinances.

O. The contractor will be required to locate all known utility lines, including consumer service lines, far enough in advance of the trenching to make proper provisions for protecting the lines and to allow for any deviations that may be required from the established lines and grades.

P. The contractor shall not be allowed to disrupt the service on any utility lines except consumers service lines, which may be taken out of service for short periods of time, if the contractor obtains permission from the engineer and from the owner of the premises being served by the utility.

Q. The contractor shall immediately notify the proper utility company of any damage to utility lines, in order that service may be reestablished with the least possible delay. Repair of any damage to existing lines and the repair of consumer lines which are authorized to be cut or temporarily taken out of service shall be made by the contractor at his own expense, and as directed by an official representative of the utility company involved.

R. All utility lines shall be properly supported to prevent settlement or damage to the line both during and after construction.

S. Any permanent relocations of existing utility lines shall be done by the proper utility company without expense to the contractor.

4.2 Backfill General

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by- section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

C. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited where directed by the Inspector at no additional compensation.

D. In the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated

materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

E. Suitable material shall be defined as a mineral soil reasonable free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

F. Backfill materials shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

G. Within the pipe bedding and encasement zones described as that portion of the trench which is below an elevation one foot above the top of the pipe, the materials placed shall be limited in particular size to 3/4 inch maximum. For larger pipe in access of 18 inches in diameter the Engineer may allow particle sizes up to 2 inches maximum if it can be shown that the backfill can be satisfactorily compacted without leaving voids or damaging pipe or joints. Above these zones, the placement of material containing stones, boulders, chunks, etc. shall be governed by the layer thickness and compaction equipment capabilities.

H. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

I. The maximum loose thickness of each backfill layer shall be l2 inches, except that l6 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps" or "vibra tamp: or other heavy vibrating equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

J. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after

completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

K. Until final acceptance of the project, the Contractor shall assume full Responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

4.3 Backfill Procedure above Pipe Zone, in Public Rights-of-way and other areas where settlement is important.

A. Backfill above the pipe zone shall be made using Portland cement stabilized backfill or crushed stone screening (crusher fines).

B. Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using portland cement stabilized backfill material or crushed stone screening (crusher fines).

C. The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.

When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in new streets that are scheduled for immediate paving or in streets in a new subdivision for which a paving contract with the property developer has been approved the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8") inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities stabilized backfill shall extend to the top of the course the contractor has finished. In no case shall the backfill extend above the top of the base course.

If the final course of asphaltic concrete has been placed, the street or alley surface shall **NOT** be cut for utility installation.

In new streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6") inches in which case the maximum depth of the "pipe zone" shall be limited to six (6") inches above the top of the utility line or conduit.

D. Backfill Materials

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall **NOT** be used.

The Contractor shall submit a mix design prepared by an approved Commercial Laboratory that will produce a minimum 7 day compressive strength of 150 psi. In no case shall the minimum cement content of the mix be less than 1 sack per cubic yard.

(2) Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

(3) Caliche used for Portland cement stabilized backfill shall be crushed material con-forming to Texas State Department of Highways and Transportation 1982Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

(4) Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

(5) Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2".

(6) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the following gradation

Sieve Size	% Passing
2"	100
#4	35-100
#10	20-100
#40	5-35
#200	4-10

and may be the by product of crushing stone for other purposes or may be stone specifically crushed for use in backfill. Crusher fines not meeting these specifications may be approved for backfill upon demonstration that the desired results will be obtained.

E. Backfill Construction

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche, sand or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade Mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety five (95%) modified proctor density by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

(c) The mix design used must be for the method of placement chosen.

(2) Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

(3) Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench.

The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve (12") inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90% modified proctor will be deemed adequate compaction.

5. INSTALLATION OF DUCTILE IRON PIPE

5.1 Pipe Laying - General

A. All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage and chlorinated in the manner herein specified.

B. The pipe, fittings, valves, and accessories shall be inspected upon delivery and during the progress of the work and any material found to be defective will be rejected by the engineer and the contractor shall remove such defective material from the site of the work.

C. The contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacturer or has become damaged in handling after delivery.

D. All pipe, fittings, valves, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the site of the work by the contractor. Loading and unloading, of pipe and fittings shall be by hoisting or by sliding, or rolling on skidways in such a manner as to avoid shock or damage to the material. Under no circumstances shall pipe or fittings be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

The pipe, fittings and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

E. All pipe shall be laid and maintained to the lines and grades shown on the plans
or as established on the ground by the engineer.

F. Wherever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane to avoid obstructions, to plumb valves and hydrants, or where vertical or horizontal curves are shown or permitted, the degree of deflection at each joint shall not exceed the maximum deflection recommended by the manufacturer of the particular kind of pipe being laid and the degree of deflection shall be approved by the engineer.

G. After the trench grade has been completed and all bell holes dug and the grade inspected, the pipes and accessories my be placed in the trench. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench piece by piece by means of derricks, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to the material in any way. Under no circumstances shall pipe or accessories be dropped or dumped in the trench.

H. Before lowering into trench the pipe shall be again inspected for defects and the pipe while suspended shall be lightly hammered to detect cracks. Any defective, damaged or unsound pipe and materials shall be rejected.

I. All foreign matter or dirt shall be removed from the inside of the pipe and from all bells, spigots or parts of the pipe used in forming the joint, before the pipe is lowered into the trench, and it shall be kept clean by approved means during and after laying.

5.2 Laying and Jointing Ductile Iron Pipe

A. Unless otherwise directed, pipe shall be laid with bells facing in direction of laying; and for lines on appreciable slopes, bells shall, at the discretion of the engineer, face up grade. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or the cement lining.

B. The jointing shall be completed for all pipe laid each day. No open joints will be left in the trench overnight. At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means. No trench water shall be permitted to enter the pipe.

C. No pipe shall be laid in water, or when the trench conditions or weather is unsuitable for such work, except by written permission of the engineer.

D. Rubber Gasket joints for cast iron or ductile iron pressure pipe and fittings shall conform to AWWA Standard C-lll.

E. Before laying the pipes, all lumps, blisters and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

F. The pipe and fittings shall be properly aligned and free to move in any direction while bolting, and the bolts shall be gradually tightened at a uniform rate around the entire flange.

G. Flange joints where used shall be bolted with flange bolts of best quality mild steel and of the size and length required by AWWA C-ll5: Bolts and nuts shall be provided with standard hexagonal heads. Gasket rings shall be used and shall be made of best quality rubber composition sheet packing one-eighth (l/8) inch thick, of a brand and quality approved by the engineer.

H. Standard plugs shall be inserted into the bells of all dead end pipes, tees, or crosses and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the same manner used in joining the pipe.

6. SPECIFICATIONS FOR INSTALLING PRETENSIONED CONCRETE CYLINDER PIPE

6.l General

The applicable portions of the specifications for installing ductile iron pipe shall apply except as amended or supplemented herein.

6.2 Pipe Laying

A. Pipe and fittings shall be handled with care at all times to avoid damage. They shall be lifted by hoists or slide or rolled on skid-ways in such manner as to avoid shock. Under no circumstances shall they be dropped. Pipe must not be skidded or rolled against other pipe or object.

B. Just before making the joint, the bell and spigot rings shall be thoroughly cleaned by wire-brushing until clean and dry. The gasket and the inside surface of the bell shall be lubricated with a light film or soft vegetable soap compound (flax soap) to facilitate telescoping the joint. The rubber gasket shall be stretched uniformly as it is placed in the spigot groove to insure a uniform volume of rubber around the circumference of the groove.

C. The joint shall be telescoped by pulling directly along the centerline of the pipe so that the spigot enters squarely into the bell. After the spigot has been telescoped into the bell, the bell end of the pipe being laid shall be moved in accordance with the plans to secure proper grade and alignment. After the joint is in place, a thin metal feeler gauge shall be used to check the position of the rubber gasket around the circumference of the joint.

D. The inside joint recess shall be filled immediately prior to placing the pipe together by buttering the bell end with mortar. After the joint is engaged, the joint mortar of pipe l8" in diameter and larger shall be finished off smooth by hand. The mortar in pipe smaller than l8" in diameter shall be smoothed and cleaned with a swab.

E. After the spigot has been telescoped into the bell, the joint checked and found satisfactory, a canvas wrapper shall be placed around the pipe, covering the joint. The canvas type wrapper shall be of the quality manufactured by the Mar-Mac Manufacturing Company or approved equal burlap type, and shall be hemmed at each edge to allow threading with a steel strap to securely fasten the wrapper around the pipe by means of a stretcher and sealer.

The wrapper shall have a minimum width of 7" and sufficient length to encircle the pipe leaving enough space between the ends at the top to allow the cement mortar to be poured. The entire joint shall be poured with cement mortar and rodded or agitated to eliminate voids and settlement. Prior to pouring the cement mortar the joint shall be thoroughly cleaned and saturated with clean water. Any joint showing shrinkage or excessive cracking shall be cleaned and remade. In hot weather,

additional measures may be required to obtain the best quality of joint, such as additional wet burlap, curing membrane, or immediate careful and well controlled backfilling of the joint with damp earth.

F. The mortar used at the exterior joint shall consist of one part Portland cement to 2-l/2 parts fine, sharp, clean sand and mixed with water to the consistency of thick cream. Mortar required at the joint shall not be placed in freezing weather unless adequately protected from freezing.

G. The joints for pipe to be installed in casing shall be made as for pipe laid in trench except that the outside portion of the joint shall be wrapped in a special polyurethane wrap impregnated with unhydrated cement manufactured for this purpose, prior to being jacked into the casing pipe. The wrap shall be "Flex-Protex" as manufactured by Mar-Mag Mfg. Corporation or approved equal. The interior of the joints shall be mortared after the pipe to be installed in casing has been jacked into place. The pipe shall not be moved after interior mortaring is completed. After the water line has been installed in the casing the ends of the casing shall be sealed using concrete or cement mortar.

H. Steel cylinder reinforced concrete pipe shall not be pressure tested until it has been in place a minimum of l4 days.

I. The contractor shall fill the steel cylinder reinforced concrete pipe under slight pressure and allow approximately 24 hours for water absorption by concrete lining before performing pressure test.

7. SETTING VALVES, VALVE BOXES, FIRE HYDRANTS AND FITTINGS

7.1 General

Valves and fittings shall be set at the locations shown on the plans or at locations as established by the engineer, and shall be set and jointed to the pipe in the manner heretofore specified for pipe installation. All valves buried in the ground shall have a cast iron valve box set over the valve and set to grade. All valves shall be set vertical, unless otherwise specified, and shall be thoroughly inspected and checked for operation before installation.

7.2 Valve Boxes

Cast Iron valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the ground or street paving.

Valve boxes shall be supported by a ring of concrete as shown on the plans and Detail Drawings. This ring shall be Class "A" concrete having a minimum thickness of six (6") inches and shall extend a minimum of twelve (12") inches in all directions from the outside diameter of the valve box and shall be supported on thoroughly compacted backfill.

7.3 Setting Fire Hydrants

A. Fire hydrants shall be located at points shown on the plans, the exact location of the hydrant to be established by the engineer. All hydrants shall be set plumb, to the grade as established by the engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch.

The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete blocking. The concrete blocking shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.

B. Each hydrant shall be connected to the main with a six (6) inch ductile iron branch controlled by an independent six (6) inch gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four (4) inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

C. There shall be placed around the base of the hydrant not less than seven (7) cubic feet of sound broken stone or clean gravel, or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least six (6) inches above the waste opening in the hydrant. Each hydrant shall be operated by the contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

8. **ANCHORAGE OF BENDS, TEES AND PLUGS, ETC.**

Reaction or thrust blocking shall be applied to all pipe lines at all tees, plugs, caps, valves, fire hydrants, and at bends deflecting ll-1/4 degrees or more. Concrete shall be used for blocking the pipe and fittings. Concrete for thrust block shall have a minimum compressive strength of 3,000 psi and shall conform to Texas Highway Department Class "A" concrete. Before thrust blocking is placed the element to be blocked shall be carefully wrapped in polyethylene sheeting having a minimum thickness of 3 mils. The blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on pipe and on the ground in each instance shall be that required by the engineer. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.

9. DISINFECTION OF PIPE LINES

The contractor shall furnish all labor, equipment, and materials necessary to the disinfecting of the new pipe lines which shall be disinfected before being placed in service. The lines shall be disinfected by the application of a chlorinating agent. The chlorinating agent may be a liquid chlorine, liquid chlorine gas water mixture, or a calcium hypochlorite solution, which shall be fed into the lines through a suitable solution feed device, or other methods approved by the engineer. The chlorinating agent shall be readily dissolvable and of a type that will rapidly mix with the water as it is loaded into the water line. Tablets or other solid form shall not be used unless they are dissolved before being placed into the line. The chlorinating agent shall be applied at or near the point from which the line is being filled, and through a corporation stop or other approved connection inserted in the horizontal axis of the newly laid pipe. The water being used to fill the line shall be controlled to flow into the section to be disinfected very slowly, and the rate of application of the chlorinating agent shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the line shall be at least 50 parts per million. The treated water shall be retained in the pipe lines for a period of not less than twenty four (24) hours. At the end of the retention period all treated water shall be thoroughly flushed from the lines until the replacement water in the lines shall have a chlorine residual of not more than 0.2 parts per million. Where it is necessary to place the new lines in service in less than 24 hours, the concentration of chlorine may be increased to 300 ppm and the lines flushed and placed in service in 3 hours. Disinfecting procedures shall conform to AWWA C 60l.

l0. HYDROSTATIC TESTS

All pipe lines constructed under this contract before being accepted, shall be tested at l20% design pressure as described in the following paragraphs. This test shall apply to all newly laid pipe or any valved sections thereof.

The required test pressure (l80 pounds per square inch) shall be maintained over a continuous period of not less than eight (8) hours.

Each valved section of pipe shall be slowly filled with water, being certain that all air is expelled from the pipe by using hydrants, blow-offs or taps at points of highest elevation in the line. The specified pressure shall be applied by means of a pump and flow meter (gpm and amount) connected to the pipe in a manner satisfactory to the engineer. The contractor shall furnish all necessary equipment, materials and labor to satisfactorily make the hydrostatic tests.

After the line section to be tested has been brought to pressure, a visual inspection shall be made of all joints, fittings, valves, and appurtenance. Any leaks thus located shall be corrected before continuing with the test.

If the test indicates a leakage in excess of a rate equal to twenty-five (25) gallons per inch of nominal diameter of pipe line per mile per day (maximum 600 gallon per mile per day total leakage) the cause of such leaks shall be determined and corrected and the line retested until satisfactory results are obtained.

11. **REMOVING AND REPLACING PAVEMENT**

A. When it is necessary to cut existing paving to install utilities the paving shall be repaired as soon after the backfill is consolidated or the cement stabilized backfill has reached sufficient strength as practical. The repair shall be made using Texas Highway Department Type "D" Hot Mix Asphaltic Concrete and shall have a minimum thickness equal to the thickness of the existing surface.

B. Edges along the trenches and around pits shall be saw cut to remove damaged edges and/or surface. Saw cuts shall be straight and parallel to or at right angles to the street or alley center line in so far as practical. Meandering, zig-zag or notched saw lines will not be permitted. The saw cuts shall be such that a minimum of 6" of surface is removed beyond the edges of the trench.

C. The edges of the saw cut and surface of the backfill material shall be tack coated prior to the placing of hot mix asphaltic concrete. The tack coat shall be either RC-250 cut back asphalt or RS2h emulsified asphalt or approved equal. When emulsified asphalt is used for tack coat the asphaltic concrete shall not be placed until the break of the emulsion is complete and all free water has evaporated or has been removed.

D. After the tack coat is cured the hot mix asphaltic concrete shall be placed uniformly throughout the repair area. The edges of the repair shall be squared up and the hot mix asphaltic concrete thoroughly compacted. Any large aggregate that is separated from the mix during the leveling process shall be removed from the surface and disposed of off the project. Care shall be taken that none of the mix over laps the old paving. Any mix that has "scabbed" onto the paving shall be removed before the section is reopened to traffic.

Sufficient mix shall be placed so that the finished repair is from one eight (1/8") inch to one quarter (1/4") inch above the old paving surface to allow for further consolidation by traffic.

12. **TUNNELING UNDER UTILITY LINES, ETC**.

Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in the construction, the cost of tunneling under such obstructions shall be included as a part of the cost of the pipe line, or other pay items, complete in place.

13. **HIGHWAY CROSSING**

A. The City of Midland will obtain any required permits from the State Highway Department for installation of the water line along and across the highway right-of-way. It shall be the contractor's duty and responsibility to coordinate the time of making the crossing and the manner of handling traffic.

B. Installations of the casing pipe shall be accomplished by boring or open cut trench as indicated on the drawings and in accordance with the Texas Department of Transportation permit and requirements. Equipment used shall be of such size and capacity as to allow the placement of the casing to proceed in a safe and expeditions manner. Installation of the casing and the excavation and removal of the materials

within the casing shall proceed simultaneously.

The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation and location of the pit shall be approved by the Engineer. Boring without the concurrent installation of the casing pipe will not be permitted. The use of water or other fluids in connection with the boring operation will be permitted only to the extent of lubricating cuttings. Jetting will not be permitted. Overcutting in excess of one inch shall be remedied by concrete pressure grouting the entire length of the installation. All joints for casing pipe installed in bore shall be welded. Care shall be taken to keep the casing pipe on the proper line and grade.

C. After the casing pipe has been installed and is accepted by the Engineer, the pipe shall be shoved through the casing. The pipe shall be pushed or pulled through the casing by exerting pressure on the barrel of the pipe and not on the bell, and shall be done in such a manner that the joint is always in compression during the shoving operation. Hardwood, or other suitable material skids shall be banded with stainless steel bands to each joint of pipe In accordance with the pipe manufacturers recommendation. The hardwood skids shall be of sufficient dimensions to allow the bell of the pipe to clear the casing pipe by at least one-half inch. The length of the skid shall be in accordance with the pipe manufacturers recommendations. A minimum of three bands shall be used to secure the skids to the pipe. The skids shall be such that the carrier pipe will be centered in the casing pipe. The design of skids and bonding techniques shall be submitted to the Engineer for approval prior to use.

In general waterline installation in the casing pipe shall conform to AWWA C 600-Section 6 requirements.

After completion of pipe installation in casing, the ends of the casing shall be sealed off by use of concrete grout. The minimum compressive strength of the grout shall be 2,000 psi in 28 days.

14. **SHORING & SHEETING**

14.1 Description

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more.

Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

l4.2 Construction Methods

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, l989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified engineer," [For example see 1926.652(b) (3) and 1926.652(c) (4)], "a qualified person or qualified engineer" shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

14.3 Safety Program

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

14.4 Inspection

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

14.5. Safety Restrictions - work near high voltage lines

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

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

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

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

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

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

l5. MEASUREMENT AND PAYMENT

l5.l General

The unit price or lump sum price bid on each item, as stated in the proposal, shall include furnishing all labor, superintendence, machinery, equipment, and materials necessary to complete the various items of work in accordance with the plans and specifications. Cost of work or materials shown on the plans and called for in the specifications and on which no separate payment is made shall be included in the bid price on the various pay items.

l5.2 Water Lines

A. Measurement

The length of pipe lines for the various sizes, classes and types to be paid for will be determined by measurement along the center lines of the pipe installed, measurement being made from the center of fitting to center of fitting or end of pipe, without any deduction for the length of intermediate fittings or valves including pipe installed in casing.

B. Payment

Furnishing and installing approved type pipe of the various sizes and classes shown on the plans or as required will be paid for at the unit price bid per linear foot for furnishing and installing the various sizes and classes of approved pipe complete in place. The unit price bid shall be complete compensation for furnishing and installing the pipe complete in place including all excavation, backfilling, testing and disinfection of lines and shall include any and all incidental work not otherwise included in the bid items or otherwise provided for in the specifications.

l5.3 Solid Rock Excavation

All excavation for pipe trenches shall be unclassified and no extra compensation will be made for solid rock excavation. The contractor is expected to make boring of his own and satisfy himself to the character of material which will be encountered.

l5.4 Gate Valves or Butterfly Valves

A. Measurement

Gate valves or butterfly valves will be counted in the field after installation by the size and type specified and actually installed.

B. Payment

The unit price bid for each type and size valve shall be complete compensation for furnishing and installing the valves, complete in place, including the furnishing and installation of cast iron valve boxes on all valves to the finished grade of the adjacent surface. All valves in paved areas shall be set to finish pavement grades

l5.5 Fire Hydrants

A. Measurement

Fire hydrants will be counted in the field after installation in accordance with the plans and specifications.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the fire hydrants, complete in place, each, including lead pipe the gravel drain, concrete blocking, extension or additional bury depth as required for a complete installation.

l5.6 Service Connections

A. Measurement

The number of service connections of the type and size specified to be paid for will be counted in the field after complete installation.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the service connections, complete in place, including the meter box and lid, service line, corporation stop, meter stop and incidentals required for a complete installation.

l5.7 Ductile Iron Fittings

A. Measurement

The weight of the various ductile iron fittings and specials were estimated by using the standard weights for cast iron fittings as established by the American Water Works Association or American Standard Association. Measurement of ductile iron fittings will be made by counting the actual number of fittings installed and multiplying the number of fittings by the catalog weights for those types of fittings actually installed. Allowance will be made for glands and bolts.

B. Payment

The ductile iron fittings or specials required in the construction of the various size pipe lines as shown on the plans or as required will be paid for at the unit price bid per ton for furnishing and installing the ductile iron fittings complete in place. The unit price shall also include all materials, excavation, backfilling, concrete blocking and other incidental work required for the complete installation.

l5.8 Steel Cylinder Concrete Pipe Fittings

A. Measurement

No separate measurement or count of fittings and specials for steel cylinder concrete pipe will be made.

B. Payment

No separate payment will be made for fittings or specials for steel cylinder concrete pipe used on this project, but the cost of same shall be included in the price bid per linear foot for the various classes and sizes of pipe in the bid proposal.

l5.9 Casing Pipe In Bored Hole Or Open Cut

A. Measurement

Measurement of the casing pipe, of the type and size specified, shall be made by the linear foot of casing installed complete in bored hole or installed complete in open cut.

B. Payment

The unit price bid per linear foot for casing in bored hole or for casing in open cut shall be complete compensation for furnishing and installing the casing, complete in place, including all pits, boring equipment, materials and labor required for a complete installation. Payment for carrier pipe installed in the casing will be made as stated under Waterlines above.

l5.l0 Paving Cut and Repair

A. Measurement

Measurement of paving cut and repair will be made by the square yard for replacing pavement of the type specified. The area of the pavement replaced shall be determined by actual measurements on the ground; however, measurement will be limited to areas within widths of cuts as shown on the plans unless additional widths are authorized by the engineer. Any pavement removed or damaged outside of the aforementioned limits shall be replaced as prescribed with these specifications, but will not be measured for payment.

B. Payment

The unit price bid, per square yard, shall be complete compensation for cutting and removing the pavement, and constructing the concrete base and surfacing of the type specified, all as specified herein and as shown on the plans.

15.ll Trench Safety Systems, Sheeting and Shoring

A. Measurement

Trench Safety Systems shall be measured by the linear foot along the centerline of trench including manholes and other line structures.

B. Payment

Payment for Trench Safety Systems, measured as prescribed above, shall be made at the unit price bid per linear foot of "Trench Safety Systems: Payment of all work prescribed under this item shall be full compensation for the Trench Safety Systems including all Engineering cost and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

Revised 08/07

GRAVITY FLOW PIPE SEWERS AND FITTINGS FOR WASTE WATER AND STORM WATER

PART I – GENERAL

1.01 SCOPE

A. The work covered by this specification shall include the furnishing of all material, labor and equipment to construct, complete in place, all Gravity sewers including jointing, gaskets, fittings, castings, mortar, concrete, the placing of sewer pipe, and the construction of manholes and other appurtenance, all in accordance with the details shown on the plans and these specifications for the drainage of sanitary and/or storm sewage.

B. Sanitary and storm sewer lines constructed under these specifications shall be straight in grade and alignment between manholes. Manholes shall be constructed at any change in grade and at any change in alignment. In general manholes are to be constructed at 300 feet intervals or less with the maximum distance between manholes being 350 feet when approved by the Engineer.

1.02 QUALITY ASSURANCE

A. The Contractor, at the Engineer's request, shall furnish a certificate from the manufacturer of the pipe and fittings that the manufacturer is fully competent and capable of manufacturing sewer pipe, fittings, and accessories of the type, size and grade proposed for use in this project that are of uniform texture and strength that will fully comply with these specifications and have so manufactured this class of pipe in sufficient quantities to be certain that it will meet all normal field conditions of usage. The manufacturer must have adequate equipment and quality control facilities to be sure that each extrusion casting or run of pipe is uniform in texture, dimensions, and strength.

B. All PVC, HDPE, or plastic resin based pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

C. All pipe and accessories shall be stored above ground and fully supported so that they will not bend or deflect excessively under their own weight.

D. Pipe in any way damaged or deformed during storage shall not be incorporated into this project, but at the direction of the Engineer, shall be permanently removed from the job site and project area.

1.03 TYPE OF PIPE

A. Pipe for sanitary sewers 15 inches in diameter and less shall be PVC. Pipe for storm drains 15 inches in diameter and less may be corrugated steel pipe when called for on the plans and in the bid proposal. Pipe 18 inches in diameter and larger shall be of the type shown on the plans and bid proposal.

B. The contractor may be allowed to bid a choice of two or more of the pipe materials when pipe 18 inches in diameter and larger are proposed for use on a project. When such choice is allowed the permissible choices will be clearly stated on the plans and/or bid proposal and a blank space will be provided for the contractor to write in the type of pipe proposed for use on the project. When such blank spaces are provided, the contractor must choose one of the permitted pipe materials as specified in part 2 “Materials” of these specifications and write in the type of pipe bid. Failure to write in the type of pipe bid may be reason to disqualify the bid. One or more types of pipe 18 inches in diameter and larger may be excluded from consideration on any given project by notes on the plans and/or the bid proposal.

PART 2 – MATERIALS

2.01 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS FOR SANITARY AND STORM SEWERS

A. GRAVITY SEWERS

(1) Pipe and fittings in nominal diameters from 4-inch through 15-inch shall be manufactured in accordance with ASTM D3034, “Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings” and pipe and fittings in diameter 18” through 36” shall be manufactured in accordance with ASTM F-679 or ASTM F-794, closed profile, subject to the modifications and limitations below.

B. MODIFICATIONS AND LIMITATIONS

(1) The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

(2) The term Dimension Ratio (DR) or standard dimension ratio (SDR) is the ratio of the average outside pipe diameter to the minimum wall thickness rounded to the nearest 0.5. The maximum DR for PVC sewer pipe shall be 35. PVC pipe sewers that will have less than 4 feet of cover shall be DR26.

(3) PVC pipe manufactured under ASTM F679 or F794 shall have a wall thickness that will meet or exceed the D.R. and stiffness specified herein. The minimum pipe stiffness for pipe having a DR of 26 shall be 115 psi. The minimum pipe stiffness for DR 35 pipe shall be 46 psi.

(4) Where DR 26 pipe is specified, all necessary fittings shall be the same as for SDR 35 PVC pipe.

(5) Minimum wall thickness for ASTM D-3034 PVC pipe shall be as follows:

Nominal Size (in.)	Min. Wall Thickness (in.)	
	DR 26	DR 35
4	0.162	0.120
6	0.241	0.180
8	0.323	0.240
10	0.404	0.300
12	0.481	0.360
15	0.588	0.437

The minimum wall thickness for PVC pipe meeting ASTM F-679 or F-794 requirements shall be the thickness as set forth in said ASTM specification that will meet or exceed the pipe stiffness and DR required.

(5) The identification markings as shown in Section 12 of ASTM 3034 shall note the specified DR of 26 where applicable.

(6) All pipe and fittings shall have the dimensions for inside diameter, outside diameter, etc. as shown in ASTM D3034 and/or ASTM F-679 except that the inside diameter DR 26 may be reduced by the added wall thickness.

(7) The pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density, and other physical properties.

(8) The Contractor shall provide wyes, tees, bends, adapters, and any other fittings called for in the specifications and/or shown on the plans or directed by the Engineer.

(9) The standard length of ASTM, D-3034 SDR 35 or SDR 26 PVC pipe under this specification shall be 20 feet with a minimum of 10 feet, except that all pipe used in service lines shall not exceed 10 feet in length unless otherwise approved by the Engineer. The standard laying length for ASTM F-679 PVC pipe shall be 13 feet. The Engineer must approve other laying lengths.

C. SEWER LATERALS AND CONNECTIONS

Pipe and fittings for service lines shall be the same material and thickness class as required for the main sewer. Schedule 40 PVC pipe may be used for 4” service lines when PVC pipe meeting requirements of ASTM 3034, SDR 35 is required.

D. JOINING SYSTEMS

(1) PIPE JOINTS

The pipe shall be joined with an integral bell, bell and spigot type rubber gasket joint. Each integral bell joint shall consist of a formed bell complete with a single rubber o-ring gasket. Gaskets shall be manufactured in accordance with ASTM F477 and shall be installed in accordance with the pipe manufacturer's instructions using all the necessary materials, lubricants and equipment recommended by the manufacturer.

For pipe 18" through 36" gaskets shall be factory installed and chemically bonded to the bell end of the pipe.

Lubricant shall be water soluble, non-toxic and have no deteriorating effects on gasket or pipe materials and shall not support the growth of bacteria. Lubricant shall be suitable for use at temperatures from 5^{o} to 120^{o} F (-15^{o} to 50^{o} C). Containers shall be labeled with the manufacturer's name and identified as PVC pipe joint lubricant. Each lubricant container shall have printed instructions for usage and joint assembly.

Field welded joints will not be allowed.

(2) FITTING JOINTS

All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.

(3) PIPE SPIGOT

The pipe spigot shall have a bevel and an insertion stop mark. The assembled joint shall be designed so the gasket shall be radially compressed to assure a positive water-tight seal for all installation conditions recommended by the manufacturer and under all combinations of production tolerances for the joint components. Each size joint shall be qualified to no leakage under various test conditions in conformance with ASTM Specification D-3212, "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals."

E. INSPECTION AND TESTING

(1) INSPECTION REQUIREMENTS

Certification: as the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance to these specifications. The manufacturer will furnish other conformance certification in the form of affidavit of conformances, test results, and copies of test reports.

(2) PHYSICAL TEST REQUIREMENTS

For each 4,000 linear feet of pipe manufactured of each class and size of pipe, the following certified test data shall be required:

1. The basic dimensions shall be measured.
2. The allowable crush load (lbs/ft ^{2}) shall be calculated.
3. Impact resistance, fusion quality and ductility shall be tested.

F. MARKING AND DELIVERY

Each pipe shall be identified with the name of manufacturer, nominal size, cell classification, ASTM designation F794, Uni-Bell Plastic Pipe Association designation Uni-B-9, the pipe stiffness designation “PS-46 psi” and manufacturer’s date code.

1. MANHOLE CONNECTIONS

The Contractor shall provide smooth pieces of pipe for connecting sewer line into manholes. The Contractor shall be required to assist the manhole gasket supplier with the nominal outside diameter of these smooth pieces of pipe, as manufactured. There shall be only one plain end thickness for each diameter of pipe specified for the project.

2. DELIVERY

All pipe couplings and fittings shall be prepared for standard commercial shipment.

The pipe shall be inspected upon delivery to the job site for final acceptance. The contractor shall be responsible for all material furnished by him and he shall replace, at his own expense, all such material that is found to be defective in manufacture or which has become damaged in handling until final acceptance has been made. Pipe, which exhibits excessive ovalty or curvature, shall be rejected.

PVC pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

All pipe and accessories shall be stored above ground and fully supported so as not to bend or deflect excessively under its own weight.

2.01(a) Metallic Marking Tape (For PVC Sewer Pipe)

2.01 (a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.01 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted green on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED SEWER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Marking Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.01(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.01(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.02 CORRUGATED STEEL PIPE (CSP) FOR STORM SEWERS AND CULVERTS ONLY

1. PIPE

A. STEEL SHEET STOCK

(1) Corrugated steel pipe shall be manufactured using galvanized steel sheet AASHTO M 218 or aluminized steel sheet AASHTO M 274.

(2) The lining for smooth lined corrugated steel pipe shall be polymer coated on both sides. The minimum thickness of the polymer coating shall be 10 mils.

B. PIPE DESIGNATION

(1) Pipe furnished shall be manufactured in accordance with AASHTO Specification M 36.

(2) Corrugated steel pipe shall be one or more of the following type as designated in AASHTO M 36.

Type I - Full circular cross section having helical corrugations.

Type IA - Full circular smooth lined pipe constructed of an outer shell having helical corrugations with a smooth sheet lining attached to the outer shell at helical lock seams.

Type IR - Full circular cross section with helical rib protruding outward.

Type II - Type I pipe formed into a pipe arch.

Type IIA - Type IA pipe formed into a pipe arch.

The type of pipe furnished on this project will be as shown on the plans and in the bid proposal.

When no type of pipe is called for on the plans or in the bid proposal helically corrugated circular single wall pipe (Type I or Type IR) shall be furnished.

C. MANUFACTURERS CERTIFICATION

(1) The pipe manufacturer will be required to certify the adequacy of the pipe furnished for the application and design life of the project.

(2) The design life for storm sewers constructed under this specification is 50 years.

(3) The pipe manufacturer will be required to run soil pH, soil resistivity and such other test as they deem necessary to design pipe thickness and protective coatings required to assure the adequacy of the pipe supplied.

D. CORRUGATION AND MINIMUM THICKNESS

(1) Thickness used in this specification refers to the bare steel thickness before coating is applied. The minimum thickness for any single wall corrugated steel pipe furnished under this specification is 16 gage.

(2) All corrugated steel pipe furnished under these specifications shall have helical corrugations.

(3) Circular corrugated steel pipe 48” in diameter and smaller shall have 2-2/3” x ½” corrugation and shall be a minimum of 16 gage in thickness.

Circular corrugated steel pipe larger than 48” in diameter may have either 2-2/3 x ½” or 3” x 1” corrugations. The minimum thickness for corrugated steel pipe larger than 48” in diameter and having 2-2/3 x ½” corrugation shall be as follows:

54” Diameter - 12 gage
60” Diameter - 10 gage
66” through 90” Diameter - 8 gage

The minimum thickness for circular corrugated steel pipe having 3” x 1” corrugation and diameters of 54” through 90” shall be 14 gage.

(4) For smooth lined corrugated steel pipe the minimum thickness for the lining shall be 20 gage and the minimum thickness for the outer shell shall be 18 gage.

The corrugations for the outer shell shall be 2-2/3” x ½” for pipe 48” diameter and smaller. Larger diameter pipe may use 3” x 1” corrugations in the outer shell. The sum of the thickness for the outer shell and the liner shall be a minimum of one thickness unit greater than the thickness that would be required for single wall pipe of the same diameter or span.

(5) Spiral rib steel pipe (Type IR) shall have outward projecting spiral corrugations of ¾” x 1” at 11-1/2” on center in accord with AASHTO specification M 36 or ¾” x ¾” at 7-1/2” on center as described in AASHTO specification M 196.

The minimum thickness for spiral rib pipe 48” in diameter and smaller shall be 16 gage.

The minimum thickness for spiral rib pipe 54” and 60” in diameter shall be 14 gage.

The minimum thickness for spiral rib pipe 66” and 72” in diameter shall be 12 gage.

The minimum thickness for spiral rib pipe larger than 72” in diameter shall be as shown on the plans.

(6) The corrugations and minimum thickness of corrugated steel pipe arch shall be in accord with the following table:

EQUIV. Dia. (in.)	2-2/3" x ½" Corrugations Span (in.)	Rise (in.)	Gage	3" x 1" Nominal Size Span (in.)	Rise (in.)	Gage
15"	17	13	14			
18"	21	15	14			
24"	28	20	14			
30"	35	24	14			
36"	42	29	14	40	31	16
42"	49	33	12	40	36	14
48"	57	38	10	53	41	12
54"	64	43	10	60	46	12
60"	71	47	8	66	51	12
66"	77	52	8	73	55	12
72"	83	57	8	81	59	12
78"				87	63	12
84"				95	67	12
90"				103	71	12

When 2-2/3" x ½" corrugations are called for on the plans and/or on the bid schedule the substitution of 3" x 1" corrugations will be allowed only upon the demonstration by the contractor that there is sufficient head room to accommodate the higher rise for arch pipe of this cross section.

E. END TREATMENT AND JOINING

(1) The ends of all corrugated steel pipe furnished for this project shall be rolled to provide circumferential corrugations for coupling. The end corrugations for all pipe 48" in diameter and less shall be 2-2/3 x ½". The end corrugations for single wall helically corrugated steel pipe or for smooth lined corrugated steel pipe 54" in diameter and larger shall be the same pitch as the pipe furnished and may be either 2-2/3" x ½" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x ½" or 3" x 1" for pipe 54" and larger in diameter.

(2) Coupling bands shall be made of the same material as the pipe and shall be not more than 3 nominal sheet thicknesses lighter than the pipe joined and in no case less than .052 inch.

Jointing devices for joining corrugated steel pipe shall have a gasket and shall produce a joint meeting the infiltration/exfiltration requirements of these specifications.

If it should be necessary to cut a joint of Helically corrugated pipe and join the unreformed end to another section of pipe or fitting extra width bands will be required and special care must be taken to insure a water tight connection.

Locking bands shall be corrugated and shall securely fit into at least one full annular corrugation. The corrugations on the locking band must match the corrugations on the pipe being joined.
The minimum width for locking bands is as follows:

for 2-2/3 x ½ inch corrugations	10-1/2 inches
3 x 1 inch corrugation	12 inches

For helical corrugations that have not been reformed the coupling bands must be at least 2 inches wider than the widths listed above.

Unless shown otherwise on the plans all bolts for coupling or locking bands shall be ½ inch in diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts. Bands wider than 12 inches shall have a minimum of 3 bolts.

Bolts must be galvanized in accordance with AASHTO Designation M232 or ASTM A164 Type RS.

(3) Gaskets for corrugated steel pipe shall be closed cell expanded rubber and shall be formed into a continuous band. Gaskets may be either “O” ring or flat band as recommended by the pipe manufacturer. Flat band gaskets shall be a minimum of 7” wide and 3/8” thick. “O” ring gaskets shall be 13/16” diameter minimum for pipe 36” in diameter or less and 7/8” for pipe larger than 36” diameter and having ½” deep corrugations. “O” ring gaskets shall be a minimum of 1-3/8” diameter for pipe having 1” deep corrugations. When “O” ring gaskets are furnished, an additional flat gasket shall be furnished and placed between the overlapping ends of the coupling band. This flat gasket shall completely fill the gap between the “O” rings. All gasket materials shall be capable of producing a water tight joint that will meet the leakage requirements of these specifications.

2. CORRUGATED STEEL MANHOLE FITTINGS, AND CLEAN OUTS

A. FABRICATION

(1) Corrugated steel manholes and fittings shall be constructed of the same material and type of pipe furnished for the storm sewer line with the exception that manhole risers shall be helical corrugated single wall circular pipe when used with pipe arch sewers or smooth lined corrugated steel pipe. The thickness of the manhole riser shall be the same as would be required for the same type and diameter pipe if it were used for the storm sewer.

(2) Cleanouts for use on shallow storm sewer and inlet leads shall be manufactured from pipe meeting the requirements of these specifications. Cleanouts shall be constructed to the dimensions and in accord with the details shown on the plans.

B. CONNECTION TO MANHOLES AND CLEANOUTS

(1) Stub outs from manholes and cleanouts for connection to storm sewers and inlet leads shall have annular corrugations and shall be compatible with the type and size of pipe being connected. Stub outs provided for connection to PVC pipe storm sewers and inlet leads shall be sized so that the PVC pipe can be inserted into the stub leaving the least amount of annular space between the PVC pipe and the CSP practical. The PVC pipe shall be connected using an approved molded rubber or PVC sleeve connector clamped to both pipes with stainless steel straps.

The connector shall be a flexible coupling as manufactured by Fernco, 300 S. Dayton St., Davison, MI., or approved equal.

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C. LEAKAGE

Manholes, fittings and cleanouts shall meet the leakage requirements of these specifications.

D. SHOP DRAWINGS

The contractor shall submit shop drawings of all manholes, fittings and cleanouts for approval prior to their fabrication. A minimum of 5 sets of drawings for each manhole, each fitting and each cleanout shall be submitted.

E. CONCRETE SLAB TOPS

A reinforced concrete slab top shall be constructed for each manhole and cleanout. The slab shall extend to one foot (1') outside the riser section on all sides and shall have an eccentric 2' diameter opening for the manway located at the outside edge of the riser section. For manholes and cleanouts designated for standard manhole rings and covers the concrete top shall be 8 inches thick and shall be finished smooth to receive the manhole ring.

For manholes designated to receive pressure type manhole rings and covers the concrete slab top shall be a minimum of 12 inches thick and shall have L bolts imbedded in the concrete to fit the requirements of the manhole ring furnished. The slab shall be finished smooth to receive the manhole ring. The manhole ring shall be securely bolted to the slab and sealed using "Ram Nek" or an approved equal bitumastic sealer between the manhole ring and the concrete slab.

The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

F. PRESSURE MANHOLE RING AND COVER

(1) Pressure type manhole rings and covers shall be Western Iron Works No. 380-24P or approved equal. The manhole cover shall be sealed with an "O" ring gasket in a ring groove and shall be secured to the ring by six (6) 5/8-inch stainless steel bolts.

(2) The ring shall have six (6) 1-1/4 inch bolt holes in the flange for securing the ring to the concrete slab top on the manhole.

3. CORRUGATED STEEL PIPE SLOTTED DRAIN

(1) Corrugated steel pipe slotted drains shall be fabricated from full circle corrugated steel pipe conforming to these specifications.

(2) C.S.P. Slotted drains shall be of a type as manufactured by "Contech Construction Products, Inc.", "Texas Corrugators", "Caldwell Culvert Company" or approved equal.

(3) The upstream end of CSP slotted drains shall be equipped with a bend and a ring and cover of the some size as the pipe from which the slotted drain was fabricated to allow cleaning equipment to be inserted into the slotted drain. The ring and cover shall be Nenah Foundry Co. R-5901 open grate or R-5900 solid lid or approved equal. Unless shown otherwise on the plans the open grate shall be furnished.

(4) When slotted drain is to be connected to PVC leads, molded rubber or PVC flexible connector as specified for connections to manholes and cleanouts shall be furnished.

4. DAMAGED COATING

A. PROTECTION OF PIPE

(1) Pipe fittings and specials shall be handled and stored in a manner that will minimize damage to the coating.

(2) The fabrication process shall be designed to minimize the burning of coatings during welding.

(3) Pipe and/or fittings showing excessive abuse or damage will be rejected.

B. REPAIRING DAMAGE

(1) Pipe on which the metallic coating has been burned by welding or has been otherwise damaged in fabricating or handling, shall be repaired. The repair shall be done so that the completed pipe shall show careful finished workmanship in all particulars.

(2) The damaged area shall be cleaned to bright metal by blast cleaning, power disk sanding, or wire brushing. The cleaned area shall extend at least ½ inch into the undamaged section of the coating. The cleaned area shall be coated within 24 hours and before any rusting or soiling.

(3) Zinc-rich paint shall be applied to a dry film thickness of at least 0.005 inches over the damaged section and surrounding cleaned area. Zinc-rich paint shall be used for repair of damage to all types of metallic coating -zinc, aluminum, and aluminum-zinc alloy.

2.03 CAST-IN-PLACE CONCRETE SEWER PIPE (NON-REINFORCED) FOR STORM SEWERS ONLY

1. DESCRIPTION

This item shall cover machine cast-in-place monolithic non-reinforced concrete pipe, which shall consist of Portland cement concrete placed in a prepared trench at such locations and grades shown on the plans and intended to be used for the conveyance of storm water. Items and item numbers referred to in this specification are the items as given in the "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges."

2. MATERIALS

The cast-in-place pipe shall be constructed of Class "C" concrete. The concrete shall meet the requirements of Item 421, "Concrete for Structures," and Special Provision thereto, except as otherwise noted herein or on the plans. Type III Portland Cement shall be used.

The minimum compressive strength for concrete used in this item is 4000 psi. Backfilling operations may proceed when the concrete has reached 2000 psi compressive strength.

The coarse aggregate grading for pipe diameters 48 inches or less shall conform to that of Aggregate Grade No. 3, one inch (1") maximum size aggregate under Item 421. For pipe diameters over 48 inches, Coarse Aggregate No. 2, one and one third inch (1-1/3") maximum size aggregate shall be used.

No concrete having a slump in excess of 2" will be permitted for use in pipes with diameters of 48 inches and over. For pipes with diameters less than 48 inches, no concrete having a slump in excess of 3" will be permitted for use. At the option of the Contractor, sections of precast reinforced concrete pipe (D-load) may be substituted for cast-in-place concrete pipe. Pipe and installation shall conform to the requirements of Item 465, "Pipe Sewers." Backfill shall be in accordance with the requirements for other storm sewers in these specifications using crusher fines (chat).

3. PIPE MAKING EQUIPMENT

The pipe shall be constructed with equipment specially designed for constructing cast-in-place monolithic concrete pipe. The equipment shall be acceptable to the Engineer and the Contractor may be required to furnish evidence of successful operation in other work of the equipment he proposes to use. Equipment not suitable to produce the quality of work required for the pipeline will not be permitted to operate on the project.

4. DIMENSIONS AND TOLERANCES

The design shell thickness shall be as specified in Table 1.

TABLE I

Internal Diameter inches	Min. Shell Thickness inches
18	2
24	2-1/2
30	3
36	3-1/2
42	4
48	5
54	5-1/2
60	6
66	6-1/2
72	7
84	8
96	9
108	10
120	11

Variation in the internal diameter shall not exceed plus or minus 3 percent. The maximum allowable deviation form the true grade of the design invert of the pipe shall not exceed ½ inch either side of true grade. Where deviation from true grade occurs, true grade shall be re-established at a maximum departure of one-eighth inch per foot.

5. EXCAVATION AND BACKFILL

Excavation shall be in accordance with the requirement for other types of storm drains, except as modified herein. The trench shall be excavated in the lines and grades shown on the plans or as directed by the Engineer. The width of the trench shall be sufficient to accommodate travel of the pipe machine only. The bottom of the trench shall be shaped to the nominal outside circumference of the pipe. Excavation shall be performed from the outlet to the inlet. If the trench is over-excavated for the bottom 210 degrees of the pipe the excess area shall be filled with concrete. If rock is encountered, it will be removed at least 6 inches below the bottom of the pipe and the trench refilled with material sufficiently compacted to

allow operation of the machine and provide a smooth firm surface. The sidewall of the pipe shall be placed against undisturbed material.

Backfill material will be a crusher fine (chat) as described elsewhere in these Specifications. No backfill other than permitted for curing purposes shall be placed until the line has been inspected and approved by the Engineer. The trench may be completely backfilled after the pipe has been in place at least 24 hours and concrete strength requirements have been reached. Light traffic, axle load less than 6,000 pounds, may be routed over the pipe after backfill has been completed for twenty-four (24) hours. Unrestricted traffic may be permitted over the pipe after the backfill has been in place for forty-eight (48) hours.

All backfill material shall be mechanically compacted to 95% modified proctor or as directed by the Engineer.

6. CONSTRUCTION

All surfaces against which concrete are to be placed shall be free from standing water, mud, and debris. Absorptive surfaces against which concrete are to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.

The concrete shall be placed in one operation around the full circumference of the pipe by means of a traveling form. The forms shall be of sufficient strength to withstand vibrating or tamping the concrete and to permit workmen to walk on the forms without causing springing or bulging at any point.

As the traveling form moves forward, forms shall be placed inside the newly formed pipe to support a minimum of 230 degrees of the upper portion of the pipe.

The concrete shall be vibrated, rammed, tamped or worked with suitable appliances until the concrete has been consolidated to the maximum practicable density, free of rock pockets, and closes snugly against all surfaces or forms and provides a bond between the pipe shell and supporting earth.

When placing operations cease for any reason, the end of the pipe shall be left rough with a slope of approximately 45 degrees. The ends of the pipeline shall be covered with canvas or other suitable cover material to prevent excessive loss of moisture from the interior of the pipe already placed.

When starting pipe laying operation from a previously laid cast-in-place pipe or section of pre-cast pipe, a construction joint shall be made by excavating a “bell” completely around the end of the existing pipe and constructing a concrete collar to extend at least one foot either side of the joint with a minimum thickness equal to that of the wall of the pipe. The end of the existing pipe shall be clean and damp before continuing pipe making operations. Cleaning of the construction joint shall consist of removing all latency, loose or defective concrete, coatings, and any other deleterious materials.

All forms shall be clean and shall be placed at the trench side at the location of their proposed use for inspection by the Engineer. Forms, which are defective in any way, will not be used, and upon condemnation they shall be removed from the site of the work. The forms shall not vary more than ½ inch from the lower edge of a straightedge laid parallel to the centerline of the form, and shall be free of any holes larger than 5/8 inch in greatest dimension. The pipe machine shall be thoroughly clean and serviced prior to the placing of the concrete. Particular attention will be given to all parts of the machine with which concrete comes into contact.

Concrete chutes or trunks shall be provided to reach within 1 foot of the pipe machine hopper. The end of the chute or trunk shall discharge the concrete at the center of the hopper. Provisions shall be maintained to minimize segregation of the concrete mix in all phases of the operation.

Delays in placing shall be handled as follows or as otherwise directed. The concrete hopper on the pipe laying machine shall be kept ½ full at all times, provided, however, that when placing operations cease or are delayed for any reason for more than 20 minutes, the pipe machine shall be pulled forward until all the concrete is exhausted and until the top troweling skirt is clear of the concrete. If the pipe laying operation proceeds within one hour of the time of the last placement, no further steps need to be taken. However, if longer than one hour has elapsed, then a construction joint must be made as previously described. The end of the pipe shall be left rough and at the natural slope when the machine is moved forward.

All junctions of pipe shall be provided for at the time the cast-in-place pipe is placed.

Inside forms shall be removed from the pipe not sooner than 4 hours nor longer than 24 hours after placement of the concrete. Care shall be taken when removing forms to prevent damage to the pipe. The inside of the pipe shall be carefully inspected for imperfections in placement, and any required repairs or smoothing shall be made immediately to provide a uniform interior surface. No wash, mortar or concrete shall be applied to a surface not properly moistened or cleaned. Visible cracks shall be brushed with cement paste or chipped out and pointed up with cement mortar. Any cracks that appear to go through the shell shall be grooved and filled with mortar. All construction operations and methods for providing a watertight pipeline shall be the responsibility of the Contractor. Mortar shall consist of one part cement; two parts well graded sand passing 1/8-inch sieve. Wash shall consist of four parts cement, one part fire clay. The finished surface of the concrete pipe shall be substantially free of fractures, cracks and surface roughness.

7. CURING CONCRETE

Immediately after the concrete is placed the exposed surface of the concrete shall be cured by covering the top with a sheet of polyethylene film sealed with dirt along the edges. During the curing period following the placement of the concrete, the ends of the pipeline and all other openings into the pipeline shall be covered with canvas or other suitable material, except at locations where work is actually in progress. The inside surface of the pipeline shall not be cured.

8. MANHOLES AND BENDS

Manhole bases shall be hand formed on top of the pipe as soon as the pipe-placing machine has passed. Where required, the extra width for manholes shall be excavated ahead of the pipe placing operation. The base for the manhole shall be formed to receive a standard precast concrete barrel section and shall be shaped and smoothed so that the joint can be sealed water tight by use of “Ram Nek” or other approved joint sealing material.

Bends may be formed and cast in place or fabricated using precast reinforced concrete pipe (load D). Design and shop drawings shall be submitted to and approved by the Engineer before the bends are fabricated or cast.

9. MEASUREMENT

Measurement of manholes shall be as specified elsewhere in these specifications. Measurement of bends shall be as for other storm sewer pipe. The method of pipe measurement shall conform to that for other types of storm drainpipe in the section or storm drains in these specifications.

10. PAYMENT

Payment for cast-in-place non-reinforced pipe sewers, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of “Pipe Sewers (Cast-in-Place)” complete in place. Payment for manholes shall be as specified elsewhere in these specifications.

Such payment shall be full compensation for furnishing all concrete materials, precast reinforced concrete pipe used in place of cast-in-place pipe, and for all other materials, tools, labor, equipment, and incidentals required to perform the applicable work prescribed herein.

When precast reinforced concrete pipe at the Contractor’s option is used in a line of cast-in-place pipe the additional excavation for the pipe will be subsidiary.

2.04 CENTRIFUGALLY CAST FIBERGLASS REINFORCED RESIN PIPE SEWERS

A. DIRECT BURY PIPES

1. GENERAL

All pipes, joints and fittings shall be manufactured in accordance with the requirements of the applicable standard given below except as noted herein:

Service	Standard
Non pressure Sanitary Sewer	ASTM D3262
Sewer Force Main and Effluent Lines	ASTM D3754

Pipes shall be centrifugally cast, fiberglass-reinforced polyester resin as manufactured by Hobas USA, Inc. or approved equal.

Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

2. MATERIALS

The manufacturer shall use only approved polyester resin systems for which he can provide a proven history of performance in these particular applications. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade of E-glass filaments with binder and sizing compatible with impregnating resins. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%

3. DIMENSIONS

Pipe outside diameters shall be in accordance with AWWA Standard C151 and C950. For diameters larger than covered in those documents, OD's shall be as shown in Table 1.

TABLE I

*WP/s		0/46		50/46		100/46		150/46		200/46	
Nomin Pipe Sz. (in.)	Pipe OD (in.)	Min. wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt (lb/ ft.)
18	19.50	.42	20	.41	20	.40	19	.38	18	.37	18
20	21.60	.46	25	.45	24	.43	23	.42	22	.40	21
24	25.80	.54	35	.53	34	.51	33	.49	31	.47	30
30	32.00	.66	54	.65	53	.62	51	.60	49	.57	47
36	38.30	.78	77	.77	76	.74	73	.71	70	.68	67
42	44.50	.90	104	.88	101	.85	98	.82	94	.78	89
48	50.80	1.02	134	1.00	131	.96	126	.93	122	.88	115
54	57.10	1.14	169	1.12	166	1.08	160	1.04	155	.99	147
60	62.90	1.26	209	1.23	204	1.19	197	1.14	188	1.09	180
66	69.20	1.38	249	1.35	243	1.30	234	1.25	228		
72	75.40	1.50	298	1.47	292	1.41	280	1.36	270		
78	81.60	1.62	352	1.58	343	1.52	331	1.47	320		
84	88.00	1.74	409	1.70	399	1.64	385				
90	94.30	1.86	468	1.82	458	1.75	440				
96	100.6	1.98	531	1.94	520	1.87	501				

- **Maximum nominal working pressure in psi/pipe stiffness in psi**

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be the nominal plus or minus 2 inches. At least 90% of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

4. **PRESSURE CLASS & TESTING FOR SEWER FORCE MAINS AND EFFLUENT LINES**

The pipe nominal pressure class (PN) shall be equal to or greater than the maximum sustained operating pressure of the line. The minimum pressure rating for non-pressure pipe shall be 15 psi.

The maximum transient (operating plus surge) pressure of the line shall not exceed the pipe nominal pressure class by more than 40%.

Pipe hoop tensile strength for pressure pipe shall be verified as specified in the applicable standard (D3754 or C950) or by random burst testing at the same sampling frequency. All pipes shall be capable of withstanding a test pressure of 2 times the maximum sustained operating pressure of the line without leaking or cracking. This performance shall be periodically verified at the factory for pressure pipe at least once per lot as defined in D3754, section 7.1.

A. JOINTS

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

B. FITTINGS

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall, when installed, be capable of withstanding all operating conditions. Acceptable configurations include contact molded or metered fiberglass or properly protected standard ductile iron.

Unbalanced thrust forces shall be restrained with thrust blocks or other approved suitable methods. Fiberglass tees, wyes, laterals, or other similar fittings shall be fully encased in reinforced concrete designed to withstand the pressure forces.

2.05 POLYETHYLENE SEWER PIPE

A. SCOPE

(1) This specification covers Polyethylene (PE) pipe with a corrugated outer wall and a smooth interior wall, for use with non-pressure sanitary sewer systems. The PVC fittings and joints are included in the specification.

B. MATERIAL AND MANUFACTURING

1. PIPE MATERIALS

The pipe shall be made from clean virgin Polyethylene compounds having a cell classification of 324420C as defined by ASTM D-3350.

2. FITTING MATERIALS

The fittings shall be made from clean virgin polyvinyl chloride (PVC) compounds having a cell classification of 12454B, 1245C or 13343C as defined by ASTM D-1784.

Pipe shall be manufactured by simultaneous extrusion of the corrugated and smooth walls with the smooth inner wall fused to the outer corrugated wall.

Fittings shall be molded or fabricated.

3. JOINING MATERIALS

a. Gaskets
b. Elastomeric gaskets shall meet the requirements of ASTM F-477.
c. Lubricants

The lubricants used for assembly shall have no detrimental effect on the gasket or the pipe, and shall be per published recommendations of the pipe manufacture.

4. MATERIAL CERTIFICATION

A manufacture's or an independent laboratory certification shall be furnished to the purchaser/engineer that the products were manufactured, sampled, tested, and inspected at the time of manufacture in accordance with this specification.

C. PIPE DIMENSIONS

Pipe dimensions shall meet the following requirements when tested in accordance with ASTM D-2122.

Nominal Size	Avg. O.D.	Avg. I.D.
4	4.790 (121.7)	4.00 (101.6)
6	6.930 (176.0)	6.00 (152.4)
8	9.145 (232.2)	8.00 (203.2)
10	11.405 (289.7)	10.00 (254.0)
12	14.450 (367.0)	12.00 (304.8)
15	17.530 (445.3)	15.00 (381.0)
18	21/150 (537.2)	18.00 (457.2)

D. INSTALLATION

1. Joint Tightness

Minimum joint performance shall show no leakage when tested in accordance with ASTM D-3212.

2. Supplier Assistance

A manufacturers representative of the above referenced pipe material shall be present at the beginning of the installation as required by the Design Engineer or Contractor and shall remain on site until released by the Design Engineer or Field Inspector/Engineer.

2.06 INLETS FOR STORM SEWERS

A. CURB TYPE INLETS

(1) Curb inlets shall be constructed at the locations and to the lines and grades or shown on the plans or as directed by the Engineer.

(2) Curb inlets shall be constructed of reinforced class “C” concrete in accordance with Section 1-B “Concrete Structures” and the plans and detail drawings.

(3) The curb section and the curb inlet shall conform to the curb and gutter section in which it is placed in so far as it is possible.

B. GRATE TYPE INLETS

(1) Grate inlets shall be constructed at the locations and the lines and grades as shown on the plans or as directed by the Engineer.

(2) Concrete boxes for grate inlets shall be constructed of reinforced Class “C” concrete in accordance with Section 1-B “concrete Structures” and the plans and detail drawings.

(3) Grates shall be constructed of ASTM A-48 gray iron having minimum tensile strength of 35,000 psi or ductile iron having a minimum tensile strength of 60,000 psi and a yield strength of 40,000 psi.

The size, style, shape, type, weight and class shall be as shown on the plans.

Grate frames shall be as manufactured for the grate by the grate fabricator. If more than one type or style or frame is available, the type and/or style shall be as indicated on the plans.

C. COMBINATION INLETS

(1) Combination curb and grate inlets shall be constructed at the locations and to the lines and grades as shown on the plans or as directed by the Engineer.

(2) Combination inlets shall be constructed in accordance with the applicable requirements for “Curb type inlets” and “Grate type inlets” above.

D. INLET LEADS

(1) Inlet leads may be PVC pipe or CSP as shown on the plans and called for in the bid proposal.

(2) Inlet leads shall be constructed in accordance with the specifications for type of material used and the plans and detail drawings.

(3) Where two or more leads are joined together to form a single lead to the storm sewer they shall be joined at a cleanout unless shown otherwise on the plans.

(4) Inlet leads shall be connected to the storm sewer at a manhole. The leads shall enter the manhole at a point that will match the .8 points of the two pipes as near as practical.

E. CLEANOUT FOR STORM SEWER INLET LEADS

Cleanouts at the juncture of inlet leads shall be constructed in accordance with the dimensions and requirements shown on the plans and detail drawings.

F. CORRUGATED STEEL SLOTTED DRAINS

(1) Corrugated steel slotted drains shall be as specified in section 2.02-3 of these specifications and shall be furnished in the lengths and diameters as shown on the drawings and in the bid proposal.

(2) Corrugated steel slotted drains are approved for nuisance water inlets only and are sized to allow for considerable clogging before they will cease to function in this capacity.

2.07 MANHOLES

1. GENERAL

A. **CONCRETE MANHOLES ARE NOT TO BE USED FOR SANITARY SEWERS AFTER DECEMBER 31, 2002. FIBERGLASS MANHOLES ARE TO BE USED FOR ALL SANITARY SEWERS**. Concrete manholes can be used for storm water sewers.

All manholes furnished for this project shall be precast unless noted otherwise on the plans and or bid proposal.

Precast manholes shall conform to the requirements of ASTM Specification C-478 with the modifications given in this article.

Concrete used for precast manholes shall have a minimum 28-day compressive strength of 4,000 psi and shall have a minimum cement content of 7 sacks per cubic yards.

All manhole sections shall be furnished with tongue and groove type joints suitable for sealing water tight with rubber or bituminous joint sealer or gaskets.

B. When cast in place components for manholes are called for on the plans the concrete used shall have a minimum 28 day compressive strength of 4,000 psi and a minimum cement content of 7 sacks per cubic yard and shall conform to the requirements of ASTM Specification C-478 with wall thickness as shown on the plans and detail drawings.

Aggregate for the concrete shall meet the sodium sulfate and magnesium sulfate test as required in ASTM Specification C-33.

C. Mortar for filling and shaping the inverts in precast manhole bases and for mortaring precast grade rings and cast iron rings and covers shall consist of one part Portland cement ASTM C150 Type 1 to 3 parts washed sand mixed with just enough water to make a workable mix.

D. Manholes for corrugated steel pipe may be precast concrete or corrugated steel as described in Article 2.02. The type and material shall be as shown on the plans and called for on the bid proposal.

2. PRECAST MANHOLES

A. Manhole base sections shall be cast with an integral floor and shall be constructed in accordance with the details shown on the plans.

B. Manhole riser sections shall be constructed in accordance with the plans and details and these specifications. When pipe openings are required in manhole riser sections they shall be of the same type and meet the same requirements as the pipe openings in the precast bases.

Manhole riser sections for each manhole shall be furnished in the proper combination of lengths to construct the manhole in conjunction with the other components to the finished grade shown on the plans.

C Eccentric cone sections shall be constructed in the same manner as other components except the top of the cone will have a flat surface to accommodate the manhole ring and cover or grade adjusting rings instead of a tongue or groove.

Generally openings will not be required in the wall of the cone section of the manhole.

D. Manhole grade rings shall comply with all the requirements for manhole riser sections except they shall be cast smooth both sides without tongues and/or grooves.

Manhole grade rings shall be sized to fit the smooth small end of the cone section and shall be cast in heights of 2", 4" or 6".

E. Joint seals for precast concrete manholes shall be a bitumastic sealer such as Ram-Nek or approved equal, a soft rubber sealer such as Butyl-Lok or approved equal or an approved "O" ring gasket or a combination of the above if required to achieve a water tight joint.

F. All water tight Storm Sewer Manholes constructed on this project shall have Neenah R-1755-C watertight manhole rings and covers or approved equal.

No separate payment will be made for the protective plastic manhole linings or for the water tight manhole rings and covers but the cost of these items shall be included in the price bid for water tight Storm Sewer Manholes.

In addition to the markings required by ASTM Specification C-478, all components of each manhole shall be, marked with location identifying information such as manhole number or line number and station value where manhole is to be installed. If the manhole has openings for installation of branch lines above the base section, each manhole section shall be clearly marked with the sequence of installation to assure the branch opening will be at the correct elevation.

3. FIBERGLASS MANHOLES

A. SCOPE

Fiberglass reinforced polyester manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl resins, with fiberglass reinforcements and in accordance with the latest edition of ASTM D 3 753 (Standard Specification for Glass-Fiber Reinforced Polyester Manholes). Fiberglass manholes shall be used with fiberglass or plastic sewer pipe.

B. MATERIALS

1. **Resin:** The resins used shall be a commercial grade unsaturated polyester resin.

2. **Reinforcing Materials**: The reinforcing materials shall be commercial Grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or a combination of the above, having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

3. **Surfacing Materials**: If reinforcing materials are used on the surface exposed to the contained substance, they shall be a commercial grade chemical-resistant glass organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

4. **Fillers and Additives**: Fillers, when used, shall be inert to the environment and wet well construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used. The resulting reinforced plastic material must meet the requirement of this specification.

C. FABRICATION

1. **Exterior Surface**: The exterior surface shall be relatively smooth with no sharp projections. Handwork finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than ½ inch in diameter, de-lamination and fiber show.

2. **Interior Surface**: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, de-lamination, blisters larger than ½ inch in diameter, and wrinkles of 1/8 inch or greater in depth. Surface pits shall be permitted up to 6 per square foot if they are less than ¾ inch in diameter and less than 1/16 inch deep.

3. **Defects not permitted**:

Exposed fibers: glass fibers not wet out with resin.
Resin runs: runs of resin and sand on the surface
Dry areas: areas with glass not wet out with resin.
De-lamination: separation in the laminate.
Blisters: light colored areas larger than ½ inch in diameter.
Crazing: cracks caused by sharp objects
Pits or Voids: air pockets.
Wrinkles: smooth irregularities in the surface.
Sharp projection: fiber or resin projection necessitation gloves for handling.

D. PHYSICAL REQUIREMENTS

1. **Load Rating**: The complete manholes shall have a minimum dynamic-load rating of 16,000 ft-lbs. when tested in accordance with this standard. In order to establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load

tested to 40,000 ft-lbs. and shall not deflect vertically downward more than ¼ inch at the point of load application when loaded to 24,000 lbs.

2. **Stiffness**: The manhole cylinder shall have a minimum pipe stiffness value as shown below when tested in accordance with A.S.T.M. 3753 8.5 (note 1)

Depth Ft.	F/dy.psi
3 – 6.5	0.75
7 – 12.5	1.26
13 – 20.5	2.01
21 – 25.5	3.02
26 – 35	5.24

3. **Soundness:** In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to A.S.T.M. 3753 8.6.

4. **Chemical Resistance**: The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection.

5. **Physical Properties**:

	Hoop Direction	Axial Direction
a. Tensile Strength (pi)	18,000	5,000
b. Tensile Modulus (pi)	0.6×10^6	0.7×10^6
c. Flexural Strength (psi)	26,000	4,500
d. Flexural Modulus (psi)	1.4×10^6	0.7×10^6
e. Compressive (psi)	18,000	10,000

6. **Minimum Wall Thickness**: Shall be 0.48” nominal at all depths of the manholes.

E. TEST METHODS: All tests shall be performed as specified in A.S.T.M 3753 latest edition, section 8. Test method D-790 (see note 5) and test method D-695.

F. QUALITY CONTROL: Each completed manhole shall be examined for dimensional requirements, hardness, and workmanship. All required A.S.T.M 3753 testing shall be completed and records of all testing shall be kept and copies of test records shall be presented to customer upon formal written request within a reasonable time period.

G. CERTIFICATIONS: As a basis of acceptance the manufacturer shall provide a independent certification which consist of a copy of the manufacturer’s test report and accompanied by a copy of the test results that the manhole has been sampled, tested,

and inspected in accordance with the provisions of this specification and meets all requirements.

H. SHIPPING AND HANDLING: Do not drop or impact the fiberglass manhole. Fiberglass manhole may be lifted by inserting a 4" x 4" x 30" timber into the top of manhole with cable attached or by a sling or "choker" connection around center of manhole, lift as required. Use of chains or cables in contact with the manhole surface is prohibited.

I. CONCRETE:

1. **Fiberglass Bottom**: Manholes may have fiberglass bottoms that are a minimum of 6" below the OD of the pipe invert when concrete is used to form the invert. Manufactured fiberglass inverts and bench areas are allowed, or concrete may be used to form bench area and invert. Concrete is to be used on top of anti-flotation ring and around the reducer section as required for buoyancy.

2. **Concrete Bottom**: Lower manhole into wet concrete until it rests at the proper elevation, with a minimum of 4 inches of fiberglass manhole inserted into the wet concrete below flow line, then move manhole to plumb. The concrete shall extend a minimum of one foot from the outside wall of the manhole and a minimum of 6 inches above incoming lines. On the inside concrete shall form the bench and invert area and rise a minimum of 4 inches above incoming lines. If required by Engineer concrete may be used around reducer section for buoyancy control.

BACKFILL:

1. **Backfill Material**: Unless shown otherwise on drawings and approved by the Engineer, sand, crushed stone, or crushed gravel shall be used for backfill around the manhole for a minimum distance of one foot from the outside surface and extending from the bottom of the excavation to the top of the reducer section. Suitable material chosen from the excavation may be used for the remainder of the backfill. The material chosen shall be free of large lumps or clods, which will not readily break down under compaction. This material will be subject to approval by Engineer.

2. **Backfill Procedure**: Backfill shall be placed in layers of not more than 12 loose measure inches and mechanically tamped to 95% Modified Proctor Density, unless otherwise approved by Engineer. Backfill shall be placed in such a manner as to prevent any wedging action against the fiberglass manhole structure.

K. MARKING and IDENTIFICATION: Each manhole shall be marked on the inside and outside with the following information:

Manufacturer's name or trademark
Manufacturer's factory location
Manufacturer's serial number
Total length

4. MANHOLE RINGS AND COVERS

A. Manhole rings and covers furnished for this project shall be pattern No. 300-24 as produced by Western Iron Works, Inc., 21 E. 6th St., San Angelo, Texas 76903-5493 or Bass and Hays Foundry, Inc., 238 South Bagdad Rd., Grand Prairie, Texas 75050, or approved equal.

B. WATER TIGHT MANHOLE COVERS

(1) Water tight manhole rings and covers furnished for this project shall be number R-1755-C as manufactured by Neenah Foundry Company, P.O. Box 729, Neenah, Wisconsin 54957, or approved equal.

(2) When watertight replacement sanitary sewer manhole rings and covers are called for on the plans and in the bid proposal they shall be Neenah Foundry Co. No. R-1755-C or approved equal.

No separate payment will be made for adjusting to grade of the replacement watertight manhole rings and covers. The contractor shall schedule this work to coincide with other manhole and water valve adjustments and any costs that might be involved shall be included in the price bid for replacement water tight manhole rings and covers.

(3) Manhole vents shall be used in conjunction with watertight rings and covers spaced every third manhole or as indicated on the plans. Vents shall be constructed as indicated on City design and construction standards.

C. Pressure type manhole rings and covers may be required for certain storm sewer applications. When pressure type manhole rings and covers are called for on the plans and/or bid schedule they shall be Western Iron Works Pattern #380-24P or approved equal. The manhole cover shall be sealed with an “O” ring gasket in a ring groove and shall be secured to the ring by six (6) five-eighths inch (5/8”) stainless steel bolts. The ring shall have six (6) one and one quarter inch (1-1/4”) bolt holes in the flanges for securing the ring to the concrete slab top on the manhole.

D. All manhole covers except grate type shall have two blind pick holes or pick bar cast into them. The blind pick holes or pick bars shall be placed on opposite sides of the cover.

E. All manhole covers except grate type shall have cast into their tops in letters 2 inches high minimum one of the following:

CITY OF MIDLAND
SANITARY SEWER
OR
CITY OF MIDLAND
STORM DRAIN

which ever is applicable.

2.08 GRANULAR MATERIALS

A. GRANULAR MATERIAL GRADATION CLASSIFICATIONS:

Granular materials furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as sharp grained sand, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM C33 Grade #57	x			
ASTM C33 Grade #67	x			
ASTM C33 Grade #8		x	x	
THD 1982 Item 302 Type D Grade 4		x	x	
THD 1982 Item 302 Type D Grade 5			x	
Crusher fines**			*x	x

*100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the ¾" sieve.

** Approximate Gradation for Crusher Fines.

Sieve Size	% Passing
2 inch	100
# 4	35 - 100
# 10	20 - 100
# 40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

B. GRANULAR MATERIAL USE DESIGNATIONS:

Granular materials provided for Foundation, Bedding, Encasement, or Backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B bedding where specified.
Granular Encasement	Placed below an elevation one half foot (6") above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

PART 3 – EXECUTION

3.01 LOCATION OF WORK

A. The work will be located as shown on the plans.

B. It may be necessary for the Engineer to shift lines as reasonable amount to avoid an obstruction to the construction or to reduce right of way difficulties. The Contractor will not be allowed any additional compensation due to shift of lines. Additional compensation will be allowed only for lengthening of lines.

3.02 PROTECTION OF SURFACE STRUCTURES

A. All surface structures and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval by the Engineer.

B. Obstructions such as street signs, guard posts, mail boxes and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as

approved by the Engineer and that non-essential items are properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting. This removal, relocation and replacement shall be at the sole expense of the Contractor.

In the event of damage to any surface structures or improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer and without cost to the Owner.

3.03 INTERFERENCE OF UNDERGROUND STRUCTURES

A. When any underground structure interferes with the planned placement of the pipeline or appurtenances to such an extent that alterations in the work are necessary to eliminate the conflict or avoid endangering effects on either the existing or proposed facilities, the Contractor shall immediately notify the Engineer and the Owner of the affected structure. When any existing facilities are endangered by the Contractor's operations, he shall cease his operations at the site and take such precautions as may be necessary to protect the in place structures until a decision is made as to how the conflict will be resolved.

B. Without specific authorization from the Engineer, no essential utility service shall be disrupted, nor shall any change be made in either the existing structures or the planned installations to overcome the interference. Alterations in existing facilities will be allowed only to the extent that service will not be curtailed unavoidably and then only when the encroachment or relocation will satisfy all applicable regulations and conditions.

C. Wherever alterations are required as a result of unforeseen underground interference not due to any fault or negligence of the Contractor, the Engineer will issue a written order covering any additional or extra work involved and specifying the revised basis of payment, if any. Any alterations made strictly for the convenience of the Contractor shall be subject to prior approval and shall be at the Contractor's expense.

D. No extra compensation will be allowed for delays caused by the interference of underground structures.

3.04 SEPARATION BETWEEN SANITARY SEWERS AND WATER MAINS

A. Sanitary sewers and service lines shall be installed so that the separation between the sewer and water mains is not less than 9 feet in all directions. The 9 feet shall be measured between the nearest outside edges of the pipe.

B. When the required 9 foot minimum separation cannot be maintained and a sanitary sewer must be constructed parallel to a water main, the sanitary sewer shall be constructed of ductile iron or PVC pipe meeting AWWA specification or having NSF approval for potable water pipe, with a pressure rating of 100 psi for both the pipe and the joint. The sanitary sewer line shall

be installed in a separate trench and may be placed no closer than 2 feet vertically and 4 feet horizontally from the water main, with the separation being measured from the nearest outside walls of the pipes. The sanitary sewer shall be constructed lower than the water main.

C. When a sanitary sewer must cross a water main and the 9 feet required separation cannot be maintained, the sanitary sewer may be constructed with a minimum clear separation between the outside diameters of the two pipes of 6 inches if that part of the sanitary sewer within 9 feet of the water main is constructed of ductile iron pipe or PVC pipe meeting AWWA specifications, having a 150 psi pressure rating and equipped with pressure type joints. One length of the sewer pipe must be centered on the water main and where possible, the sanitary sewer should pass under the water line.

D. When the 9 foot required separation cannot be maintained and a sanitary sewer force main must be constructed parallel to a water main, the sanitary sewer force main shall be constructed of ductile iron or PVC pipe meeting AWWA specifications and having a pressure rating of 150 psi and equipped with pressure type joints. The force main must be constructed with a minimum vertical separation of 2 feet and a minimum horizontal separation of 4 feet measured between the outside diameters of the pipes. The force main must be constructed lower than water main.

Table I showing separation of water and sewer lines and construction materials allowed:

TABLE 1
SEPARATION OF WATER AND SEWER LINES

Condition	Location	Material		Separation (Min.)		Comments
		Water	Sewer	Vert.	Horiz.	
NEW WATER AND NEW SEWER SYSTEM						
New Water & New Sewer Gravity Sanitary Sewer Parallel to Water Main	Water above Sewer	Std.	CI DI PVC 150 PSI	2’	4’	Separate Trenches
Gravity Sanitary Sewer Crossing Water Main	Water above Sewer or Sewer above Water	Std	CI DI PVC. 150 PSI	6”	NA	Center one joint of sewer pipe on water main
Gravity Sewer Crossing Water Main	Water above Sewer	Std	ABS, Clay Conc. composite	2’	NA	Cement stabilize sand initial backfill zone each side of crossing. Center of sewer for 9 ft one joint of sewer pipe on water Main
NEW WATER AND EXISTING SANITARY SEWER						
New Water Parallel Existing Sewer	Water above Sewer	Std.	Clay, Conc. ABS CI DI PVC	2’	4’	If sewer shows no sign of leakage, then leave sewer alone. If Sewer shows signs of leakage, then repair or replace.
New Water Crossing Existing Sewer	Water above Sewer	Std	Clay, ABS Conc. composite	2”	NA	If sewer shows no sign of leakage, then leave sewer alone if sewer shows signs of leakage then repair or replace.
New Water Crossing Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	NA	Replace existing sewer with one joint CI,DI,PVC-150 Centering over waterline
New Water Parallel to Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	4’	Replace existing sewer with CI, DI, PVC – 150 PSI or Cement Stabilized sand back- fill initial Backfill none of sewer where parallel closer than 9 ft., or Encase the water in 150 PSI Pipe two nominal sizes larger.

EXISTING WATER AND NEW SANITARY SEWER						
New Sewer parallel Existing Water	Water above Sewer Or Sewer above Water	Std	CI DI PVC 150 PSI	2'	4'	Separate trenches
New Sewer crossing Existing Water	Water above Sewer or Sewer above water	Std	CI DI PVC 150 PSI	6"	NA	Center one joint of sewer pipe on water main.
New Sewer crossing Existing Water	Water Above Sewer	Std	Clay, ABS Conc. composite	2'	NA	Cement Stabilize sand initial backfill zone of sewer for 9 ft each side of crossing. Center one joint of sewer pipe on water main.

3.05 EXCAVATION

A. Excavation of every description and of whatever materials encountered shall be made to the alignment and depth shown on the plans or as directed by the Engineer. Excavation shall be made by open cut. Sides of trenches shall be kept as nearly vertical as possible and the trench shall be so braced, sheeted and drained that workmen may work safely and efficiently therein. The trenches shall be sufficiently straight between designated angle points to permit the pipe to be laid true to line in the approximate center of the trench.

B. The trench width may vary with and depend upon the depth of trench, the diameter of pipe to be laid and the nature of the material to be excavated; but in any case shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly. The minimum width of unsheeted trench shall be 18 inches. The maximum clear width of trench at the top of the pipe shall be not more than two (2) feet greater than the outside diameter of the pipe for pipes up to 33" diameter except by consent of the Engineer. Whenever, for any reason, the maximum trench width is exceeded, the Contractor shall provide, at his own expense, pipe of higher class and/or bedding adequate to sustain the increased soil load as calculated by the Engineer.

C. Trenches shall be undercut to provide for the class bedding specified and/or shown on the plans. Bell holes shall be excavated to insure the pipe resting for its entire length upon the bedding material. Where trenches are under-cut beyond the depth required for bedding the trench shall be brought to grade by using crushed aggregate as specified for foundation herein. The use of loose native soil will NOT be permitted for this purpose.

D. No pipe shall be laid in water. Where the ground water table is at or above trench bottom, the Contractor shall de-water the trench to permit the pipe to be laid on a solid foundation.

   Costs for de-watering by whatever method selected shall be considered incidental to the price bid per foot of pipe.

   The Contractor shall discharge pumps to the natural drainage channels, or if permitted, to other sewer or drains.

Where sewer pipelines are located in or across streambeds or drainage ditches, the Contractor shall divert the stream flow and de-water each section as the work progresses.

E. Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his own expense under the direction of the Engineer.

F. Whenever wet, soft or unstable soil, incapable of properly supporting the pipe, manholes or other structure is encountered in the trench, a further depth and/or width shall be excavated and refilled to trench bottom grade with gravel or other approved suitable material thoroughly compacted to assure a firm foundation for the pipe.

G. Rock, boulders and large stones shall be removed to provide a clearance of at least six (6) inches below the outside barrel of the pipes, valves, or fittings and to a clear width of six (6) inches on each side of all pipe and appurtenances for pipe 15 inches in diameter or less, and a clear width of nine (9) inches on each side of all pipe and appurtenances for pipe larger than 15 inches in diameter. Adequate clearance for properly joining pipe laid in rock trenches shall be provided at bell holes. The space between the rock at the bottom of the trench and the bottom of the pipe barrel shall be filled with compacted bedding material.

H. The Engineer shall be notified of any need for blasting to remove materials which cannot be broken up mechanically, and there shall be no blasting operations conducted until the Engineer's approval has been secured. Blasting operations will be allowed only when proper precautions are taken to protect life and property, and then shall be restricted as the Engineer directs. The Contractor shall assume full responsibility for any damage caused by blasting, regardless of the requirements for notification and approval. The Contractor shall secure any required permits for blasting and shall conduct blasting operations in conformance with all applicable State and local laws, regulations and ordinances.

I. In the event the Contractor desires to employ tunneling in locations other than as shown on the Plans in order to avoid replacement of sidewalks, etc., he shall do so only upon receipt of specific permission from the Engineer. Tunneling of this nature shall be considered incidental.

J. Excavated materials will be classified for reuse as being either suitable or unsuitable for backfill or other specified use.

3.06 SPECIAL SAFETY PROVISIONS

1. TRENCH SAFETY SYSTEMS

A. DESCRIPTION

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, de-watering or diversion of water to provide adequate drainage.

B. CONSTRUCTION METHODS

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. Arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires “Design by a qualified person or a qualified engineer,” [For example see 1926.652 (b) (3) and 1926.652 (c) (4)], a “qualified person or qualified engineer” shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

C. TRENCH SAFETY PROGRAM

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

D. INSPECTION

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

2. SAFETY RESTRICTIONS - work near high voltage lines

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

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

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

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

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

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

3.07 PIPE LAYING

A. All gravity pipe shall be laid using approved grade boards, furnished and set by the Contractor at no additional cost to the Owner, according to the grade stakes established by the Engineer. The maximum spacing of grade boards shall be fifty (50) feet. No sewer shall be laid unless there is a minimum of three grade boards set to check the proper grade and alignment ahead. The Contractor shall provide and use a suitable grade rod to insure the proper grade of the pipe.

B. The Contractor may use the laser beam method of setting a line and grade for the sewer by using the laser beam coaxially through the center of the sewer being laid. The laser beam projector is to be rigidly mounted to its support platforms, with a two-point suspension, or equivalent, assuring that all ground and equipment vibrations are kept to an absolute minimum. The Contractor shall furnish all equipment including equipment necessary to control atmospheric conditions in the pipe to keep line and grade to acceptable standards of accuracy. Competent experienced people who have been properly trained to operate the equipment used must operate the laser beam system.

C. The Contractor shall stake check pegs at all manholes throughout the job. Check pegs midway between manholes and any other checkpoints deemed necessary to assure accuracy of the equipment shall be provided by the contractor.

D. Each piece of pipe and special fitting shall be carefully inspected before it is placed and no defective pipe shall be laid in the trench. Pipe laying shall proceed upgrade, starting at the lower end of the grade and with the bells uphill. No pipe shall be laid except in the presence of an inspector representing the Engineer. Any pipe laid except in the presence of an inspector representing the Engineer shall be subject, at the contractor's expense, to a television camera inspection and survey by the city. Trench bottoms found to be unsuitable for foundations after pipe laying operations have started shall be corrected and brought to exact line and grade with approved compacted granular material as specified for foundation in Item 2.07 A. of these specifications.

E. Pipe laying shall proceed up-grade with spigot or tongue ends pointing in the direction of flow. The spigot shall be centered in the bell, and pipe shoved into position, and brought into true alignment. It shall be secured there with bedding material carefully tamped under and on each side of it, excepting at bell holes. Care shall be taken to prevent dirt from entering the joint space.

F. Any defective or damaged pipe discovered after the line is laid or any gravity pipe, which has had its grade or joint, disturbed after laying shall be removed and replaced or relayed. The section of line in which such damaged or displaced section is discovered shall be retested after corrections are made.

G. Where excavation for buildings or other portions of the work have been carried below the line and grades of the pipe, thorough tamping of approved crushed stone backfill and the use of adequate bracing and blocking under the pipe will be required to insure against settling and shearing of the pipe. In areas where noted on plans, Portland cement stabilized material or concrete shall be used for backfill to provide adequate bracing for pipe and protection of structures.

H. All manhole connections for PVC or other Polymer based pipe shall be made using "A Lok Gaskets" or "Kor-N-Seal" boots or other approved water stop devices. Only Portland cement grout that expands upon curing or approved non-shrink grout will be incorporated into any manhole connection.

I. Connections to manholes for other types of pipe shall be in accord with the pipe manufacturers specifications and other applicable requirements of these specifications. The resulting joint shall meet the leakage test requirements of these specifications.

J. The exposed end of all pipes shall be fully protected with a stopper or bulkhead at the end of each day's work to prevent earth, debris, small animals, or other substances from entering the pipe. The interior of the sewer shall be carefully freed from all dirt, jointing compound, or superfluous material of every description as the work progresses.

3.08 CONNECTION AND ASSEMBLY OF JOINTS

1. JOINING PVC OR OTHER POLYMER BASED PIPE

A. The type of joint and the material to be used shall be as shown on the plans or specified herein. Factory cast compression joints shall be free of dirt and lubricated before inserting the barrel into the bell. After the spigot is centered in the bell, the pipe shall be shoved home solidly by using a wood block and bar. The Contractor shall keep the ends of the pipe closed to prevent dirt and other material from entering the pipe during placement. All joints must be water tight, and any leaks or defects discovered must be repaired immediately. Any pipe, which has been disturbed after being laid, must be taken up, the joint cleaned and properly relayed as directed by the Engineer.

Lubricant used shall be as recommended by the pipe manufacturer.

B. Field-cut pipe must be beveled for insertion into the gasketed bell or coupling. Bevels can be made with a hand or power tool. Bevels shall be made to pipe manufacturer's specifications. If pipe manufacturers specifications are not available the bevel may be made at 15 degrees to the longitudinal axis of the pipe through one half (l/2) the wall thickness.

C. After pipe has been cut and beveled, a new full insertion mark located as recommended by the pipe manufacture shall be made using a felt tip pen. The contractor may determine the location of the insertion mark by measuring the mark location on a factory marked joint of pipe if manufacturer's specifications are not available.

2. JOINTING CORRUGATED STEEL PIPE

A. Gaskets for corrugated steel pipe shall be "O" Ring or sleeve types. Sleeve gasket shall be carefully placed on one joint of pipe. When the pipe is aligned and brought end to end the gasket shall be carefully centered over the joint between the ends of the pipe. "O" ring gasket shall be installed in accordance with the manufacturer's recommendation.

B. When "O" ring gaskets are furnished a flat gasket shall be furnished and placed between the overlapping portions of the band. The gasket shall extend the full width of the band and shall be of sufficient depth to assure a watertight joint.

C. The coupling band shall be carefully centered over the joints and tightened to the pipe manufacturer specifications. Care shall be taken during the tightening process to assure a snug uniform fit for the entire circumference of the pipe.

3. PROTECTING AND COVERING JOINTS

A. The contractor shall keep the ends of the pipe closed during the time of construction to prevent the entry of dirt, debris, small animals and other foreign objects.

B. Joints shall not be covered until approved by Engineer or his representative. Connections, which are for future use, shall be properly capped.

3.09 CONNECTIONS TO EXISTING STRUCTURES

A. Where shown on the plans, the contractor shall connect the new sewer to existing manholes. If no stub out is present in the existing manhole for such connection, the contractor shall construct such connection by making a hole in the side of the existing manhole using a coring machine or other approved method and installing a “KOR N Seal” boot as manufactured by N.P.C. Systems, Inc. or other approved water tight manhole connector.

The contractor shall use caution in constructing the connection to the existing manhole. Damage to the manhole that, in the opinion of the Engineer, would impair the use and/or function of the manhole shall be just cause to require the contractor to reconstruct the manhole at contractor’s expense. Such damage shall include but not be limited to cracking of the manhole riser section, spalling around the connection significantly reducing manhole wall thickness or excessive oversize in the opening for the new connection requiring any filler other than the manhole connector and/or non-shrink grout specified.

The contractor shall make such changes in the invert of the manhole as may be necessary to provide a smooth flow of the water through the manhole. Any connection to existing structures required in the Plans shall be accomplished by the Contractor and shall be incidental item with no direct compensation being made unless listed as a pay item in the bid proposal.

B. If the work consists of the construction of a sewer that is to replace an existing sewer, all of the existing service lines shall be kept in operation and connected to the new line.

C. Connections shall be made to all existing sewer lines in the vicinity of the work by removing a section of the sewer for the existing line and inserting in the space a tee branch of proper size, or by the construction of a manhole, regulator chamber of other structure as shown on the Drawings.

D. Connections to building services shall be made in a neat and workman like manner. Clean out plugs shall be installed wherever feasible, by making the connections with a standard wye or tee-wye. When clean out plugs are installed they should be located as near the right of way line as practical.

3.10 BACKFILL OPERATIONS

1. GENERAL

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by-section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. For this specification backfill is defined as any material placed in the trench above the bedding zone other than the pipe or conduit and appurtenance.

For flexible pipe the backfill between the bedding material and the crown of the pipe shall be crushed stone suitable for encasement as specified in article 2.07 of the specifications. When Portland cement stabilized backfill is used above the pipe zone; the crushed stone encasement shall extend to 1' above the crown of the pipe.

C. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

D. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited at locations shown on the plans or as directed by the Engineer at no additional compensation.

E. Backfill materials placed in the pipe zone shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Above the pipe zone the backfill material shall be placed uniformly across and along the trench in depth suitable for the compaction method used and compacted to a minimum of the density specified for the material used and the trench location. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon.

The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

F. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

G. The maximum loose thickness of each backfill layer placed above the pipe zone shall be 12 inches, except that 16 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer and in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps", "vibra tamps" or other heavy compacting equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

H. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

I. For the duration of the warranty period of the project, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

2. BACKFILL IN PUBLIC RIGHTS-OF-WAY AND OTHER AREAS WHERE SETTLEMENT IS CRITICAL

A. GENERAL REQUIREMENTS

(1). Backfill above the pipe zone in public rights-of-way and under paved parking lots, near structures or other utilities where settlement can cause damage shall be made using Portland cement stabilized backfill or crushed stone screenings (crusher fines).

The pipe zone is defined as that portion of the trench extending from the bottom of the trench to 12" above the crown of the pipe or conduit.

(2) Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using Portland cement stabilized backfill material or crushed stone screening (crusher fines).

(3) The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.
When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in streets that are scheduled for immediate paving, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8”) inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities the backfill shall extend to the top of the course the contractor has finished, or the top of the base course, which ever is lower.

If the final course of asphaltic concrete has been placed, the street or alley surface shall not be cut for utility installation.

In streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6”) inches in which case the maximum depth of the “pipe zone” shall be limited to six (6”) inches above the top of the utility line or conduit.

B. BACKFILL MATERIALS

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall NOT be used.

When Portland cement stabilized backfill is to be used, the contractor shall submit a mix design prepared by an approved commercial laboratory for approval before the trenching operation is begun. When native soil is to be used samples may be taken along the proposed route by boring or other approved means. Samples must be representative of the full trench depth.

The mix design shall be such that the minimum 7-day compressive strength is 150 psi when tested according to test method Tex 418-A.

The minimum cement content for Portland cement stabilized backfill shall be 1 sack per cubic yard.

Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

Caliche used for Portland cement stabilized backfill shall be crushed material conforming to Texas State Department of Highways and Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

Native soil used for Portland cement stabilized backfill shall be clean, free of clods and organic matter, and free of rock in excess of 2”.

(2) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the requirements of Article 2.07 of these specifications.

(3) Trencher excavated rock material shall be screened so that the largest diameter material is less than 2". The screened rock material used for backfill shall have sufficient moisture added so that the backfill will bind with the fines. The rock material backfill shall be tamped or compacted in two (2) foot lifts. A sheeps foot roller shall not be used unless there is two (2) feet or more compacted backfill above the pipe bedding.

C. BACKFILL CONSTRUCTION

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety-five (95%) modified proctor densities by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench. The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90%-modified proctor will be deemed adequate.

3. BACKFILL OUTSIDE OF PUBLIC RIGHTS-OF-WAY WHERE SETTLEMENT IS NOT CRITICAL

A. In areas outside of public rights-of-way and in the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

B. Suitable material shall be defined as a mineral soil reasonably free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

C. The backfill material placed in this area shall be compacted by suitable means to a minimum density equal to the density of the undisturbed surrounding soil. City Engineer MUST approve water flooding as a means of compaction.

4. TRENCH BACKFILL BEHIND CURB AND GUTTER

A. When utilities are placed behind the curb in paved streets and other landscaped areas the backfill shall be the same as elsewhere in the right-of-way or other applicable location except that in grassed areas and in flower beds the top six (6”) inches of backfill shall be good quality top soil. When utilities are placed behind the curb in grassed or landscaped areas where no sidewalk is to be constructed and the edge of the trench is a minimum of 2 feet from the back of curb or where sidewalk is to be constructed and the minimum distance from both the back of curb and the edge of the sidewalk to the edge of the trench is 2 feet the contractor may elect to use suitable native soil for backfill. The native soil backfill shall be compacted to 95% modified proctor density to within 6” of the top of curb height. The top 6” of backfill shall be good topsoil and shall be compacted to the density of the adjacent soil.

B. Sidewalks shall be repaired by removing and replacing the complete section or sections that have been damaged. Strip patching through sidewalks will not be permitted.

The replacement sidewalk shall be of the same design and section as the walk removed and shall be of equal or better workmanship.

C. When utilities are placed in paved areas behind curbs the pavement shall be repaired as specified for street pavement.

D. Grassed areas and flowerbeds shall be restored as nearly as possible to the original condition. Care shall be taken to avoid damage to sprinkler systems.

Mail boxes and other appurtenance in the construction area. Any damage to said items shall be repaired immediately.

E. All repairs made behind the curb shall be to the satisfaction of the property owner responsible for their maintenance and/or to the satisfaction to the City Engineer.

3.11 INLET STRUCTURES AND LEADS AND CLEANOUTS FOR STORM SEWERS

A. Corrugated Galvanized Steel Slotted Drains for Nuisance water inlets only.

(1) Slotted drains shall be the sizes and lengths as shown on the plans and constructed at the locations as shown on the plans or at locations to be established on the job site.

(2) Slotted drains shall not be installed under asphalt pavement but shall have a section of concrete gutter constructed around it as shown on the detail drawings.

Slotted drains shall be protected from the entrance of debris, concrete or HMAC by closing the slot with one or two layers of heavy duct tape or similar material. In addition, the slot for slotted drain shall have a 2-½ inch or ¾ inch board attached to use as a guide for placing and edging the concrete.

Unless otherwise approved or directed by the Engineer the removal of tape and planking from the slotted drain should be accomplished as part of the final clean up.

B. Curb inlets, grate inlets and combination inlets

(1) General

Curb inlets, grate inlets and combination inlets may be pre-cast or cast-in-place at the contractor's option unless specifically shown otherwise on the plans and bid proposal.

(2) Pre-cast inlet boxes

(a) Construction and finish for pre-cast inlet boxes shall conform to details shown on the plans and all applicable requirements for pre-cast manholes.

(b) Tops for curb inlets and combination inlets may be cast in place or pre-cast. Extra care will be required in setting pre-cast tops to assure curb and gutter match.

(c) Pipe connections, bedding, setting and backfill for pre-cast inlets shall be in accord with the applicable requirements for pre-cast manholes article 3.12 of these specifications.

(3) Cast in place inlets

(a) Cast in place inlets shall be constructed of class "C" reinforced concrete as specified in item 1-B "Concrete for Structure" in these specifications.

(b) Forms for cast in place inlets shall be straight, clean and in good condition. Forms shall be properly cleaned and oiled before concrete is placed.

(c) Construction joints may be placed in cast in place inlets at locations shown on the plans. When construction joints are used, extra care will be required to assure that the joints are watertight.

(d) Cast in place inlets may be cast without outside forms if the soil conditions are such that true vertical walls can be cut and will stand during construction without sloughing or otherwise incorporation foreign materials into the concrete.

(e) When inlets are cast without outside forms, a plastic sheet lining may be required to prevent excessive loss of moisture from the concrete and/or to prevent incorporation of foreign material into the concrete.

A. Inlet Leads

(1) Inlet leads shall be constructed of corrugated steel pipe, PVC pipe or other material as called for on the plans and in the bid proposal.

(2) Construction of inlet leads shall be in accord with the applicable requirements for the type of pipe used.

(3) Junctions where two or more inlet leads are joined shall be made at clean outs or manholes.

B. Cleanouts

(1) Clean outs shall be constructed in accord with the plans and detail drawings.

(2) Construction and connections shall be in accord with the applicable specifications for construction of corrugated steel pipe manholes.

3.12 SANITARY SEWER SERVICES AND PLUGGED STUBS

A. Sanitary Sewer Services:

(1) On new sewer main construction all sewer laterals shall be constructed as part of the initial installation. Sewer wye fittings for sewer laterals in new construction shall be molded or fabricated with all gasketed connections. Four (4”) inch laterals shall be installed at all single-family residences and duplex. Laterals installed for apartment complexes, commercial and industrial areas shall be a minimum of six (6”) inches. Depth of laterals will be determined by depth of sewer main and applicable building codes. Laterals shall be installed using tee wyes or wyes and bends so that they will be at 90 degrees to the sewer main. Laterals shall extend to 3’ minimum beyond the property line of the served lot or tract. The contractor shall install sewer laterals according to the typical sewer lateral detail and the most current revisions of the Plumbing Code.

(2) Taps into existing lines shall use a gasketed fitting in conjunction with a full circle repair sleeve coupling, except that taps into existing ductile iron sewer may be made using the Genco Model DF sewer pipe saddle (The General Engineering Co., Frederic, MD Drawing No. R-3220-D dated 12/29/82) or approved equal.

(3) Cemented mitered connections without socket reinforcement shall not be permitted. The contractor will be permitted to use fittings, which are prefabricated, using pipe sections, molded saddles and PVC solvent cement, provided the solvent cement used in fabrication has cured for at least 24 hours prior to the installation. All solvent cement fittings shall e manufactured in the shop under controlled conditions.

(4) All caps and plugs shall be braced, staked, anchored, wired on or otherwise secured to the pipe to prevent leakage under maximum anticipated thrust from internal abnormal operating conditions or test pressures from water or air.

(5) It shall be the duty of the Contractor to keep a record of sewer service wye locations with respect to the nearest downstream manhole, but the Engineer will record ties on the end of all sewer services at the property line. When installing sewer services the Contractor shall, before backfilling, contact the Engineer or his representatives, and assist him in making ties to the end of the service in the open trench. At least two ties shall be made for each service, and if backfilling proceeds before such ties are made, the Contractor shall dig up the end of all such services, with no additional compensation, for the purpose of making ties. During backfilling the Contractor shall furnish and place a vertical steel post or 2 inch by 2 inch wooden stake set flush with finished ground surface, and extending down to the end of the sewer service, a nail shall be placed in the top of the stake to allow location of the service by metal finder.

(6) The main sewer service connection shall consist of installing an in-line wye section in the main sewer line at designated locations. Saddle wye installations will be permitted only when specifically called for. Orientation of service connection fittings shall be as shown in the standard drawings unless otherwise directed by the Engineer.

(7) Where the depth of cover over the main sewer invert is greater than 8 feet (or such other maximum as may be indicated), the service connection shall be extended outward then upward by use of bends to prevent excess loading on the sewer main in accordance with the details shown in the drawings.

(8) The Contractor shall provide the necessary wyes, tees and bends to bring the service to the proper place at the property line.

(9) Wherever service line connections to the main sewer are permitted or required to be made by the open cutout method in the absence of a built-in tee or wye fitting, the connection shall be made by using an approved type coring machine or by other approved methods producing a uniform, smooth circular cut-out as required for proper fit. The cutout discs shall be retrieved and shall not be allowed to remain within the main sewer pipe. The saddle tee shall be securely fastened to the main sewer pipe by means of epoxy resin or other approved adhesive. The entire connection fitting shall be encased in concrete to a minimum thickness of six inches and as may be shown in the standard drawings.

(10)Wherever service line connections to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(11)Connections of service lines to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(12)The end of all service connections shall be plugged with PVC plug and sealed with plastic joint material.

(13)Crushed stone bedding and backfill material, concrete encasement and protection, etc., for service line installation shall be the same as for the sewer lines.

(14)No service connections or laterals shall be covered until they have been inspected and located by the Engineer.

B. INSTALLATION OF PLUGGED STUBS ON SANITARY SEWERS

Plugged pipe stubs for future connections to manholes and sewerage structures shall be installed where shown on the Drawings or directed by the Engineer. The pipe stubs shall be installed in accordance with the specifications and details shown on the Drawings for connecting the type of pipe used to manholes.

3.13 MANHOLES

1. General

The manholes shall be constructed at the locations shown on the plans or as directed by the Engineer and in accordance with the details shown on the plans and as specified herein. After the excavation has been completed, the subgrade for the manhole base shall be graded and leveled. A crushed stone foundation having a minimum thickness of 6 inches shall then be placed on the subgrade. The crushed stone foundation shall be leveled and consolidated before the section of the manhole is placed. Pre-cast base sections shall sit in place level and plumb and to the lines and grade as shown on the plans. Cast in place bases shall be placed around the existing sewer line in accord with the plans and detail sheet. When pre-cast manhole bases are used, riser construction may proceed when the base is set on line and grade. When cast in place manhole bases are used, riser construction may proceed when the base has set sufficiently to support the weight of the riser.

Manholes shall be of the type and material shown on the plans and called for in the bid proposal and shall conform to these specifications.

All lift holes shall be filled with approved non shrink grout and bituminous material before final acceptance. Use of bituminous material or other flowable material alone to plug lift holes will not be permitted. Voids in the invert around the sewer pipe on the

inside wall of the manhole shall be grouted with cement rich grout, to conform to the rest of the wash, in accordance with the standard manhole details.

The backfill around the manhole shall be done in accordance with the details shown on the plans and trench backfill specifications.

The Contractor shall take whatever precautions necessary to protect the manholes that are under construction. At the end of the day or at such time as the Contractor deems necessary, all manholes not completed shall be covered, sealed, plugged, etc. to prevent the inflow of storm water or other objectionable material, and to prevent animals and humans from getting into the manhole.

2. PRE-CAST CONCRETE

A. Pre-cast tub bottom sections of manholes shall be set on a crushed stone foundation or bedding according to the details shown on the plans. Care shall be exercised to assure true alignment and grade for the pipe openings.

The invert of the manhole shall be constructed of cement rich grout and shall be formed to true lines; grades and curvature to assure smooth flow through the manhole. The invert shall have a steel trowel finish.

Joints for pre-cast concrete manhole riser sections shall be made Watertight by use of bitumastic or rubber sealers or “O” ring gaskets. Both sides of the tongue and groove joint shall be painted with a bitumastic primer before assembly.

The bitumastic or rubber sealer shall be clean and pliable and shall deform under the pressure of joint closure to assure a complete water tight seal. Care shall be exercised to assure proper alignment of the joint. The walls of the completed manhole shall be straight and vertical.

B. Pre-cast eccentric cone sections and precast slab manhole tops with eccentrically located manway shall be set with the manway adjacent to the up stream side of the manhole. The joints between the cone or slab top and the manhole riser shall be sealed in the same manner as the joints between the riser section. Care shall be taken in placing the cone and or slab tops to assure the manhole ring and cover can be set to match the finished paving.

C. Pre-cast grade rings will be used, when required, to bring the manhole ring and cover up to the finished grade. Grade rings may be set using cement rich grout or bitumastic seal and such as Ram-Nek or approved equal. When cement rich grout is used, care shall be taken that the space between the cone or slab top and the first grade ring and between the grade rings are completely filled without voids.

When bitumastic sealer is used the joints shall be constructed in the same manner as the joints between the riser sections.

When pre-cast manholes with PVC or other approved polymer lining are called for on the plans and bid proposal and are furnished under this contract they shall be constructed as other pre-cast concrete manholes.

In addition the joints in the lining shall be sealed by hot air welding, use of epoxy coating, or other approved means.

3. CAST IN PLACE MANHOLE BASES

A. Cast in place manhole bases shall be used only where shown on the plans or as directed by the Engineer and shall be constructed in accord with the details shown on the plans.

B. Special care shall be taken in casting the surfaces that will mate with the first risersection to assure a smooth even fit and a watertight joint.

C. The first riser section to be used with cast in place manhole bases shall be castwithout tongue or groove. The joint between the riser section and the cast in place base shall be sealed with a bitumastic or rubber sealant in the same manner as the joints in the pre-cast riser sections.

D. Care shall be taken in forming the invert of the manhole around existing sewers to assure adequate opening for the insertion of a “go – no go” mandrel or other testing equipment and cleaning tools.

4. MANHOLE RING AND COVER

A. The tops of the manhole frame and cover (ring) shall be built to the grade shown on the plans. The cast iron frame shall be firmly embedded in mortar.

B. When pressure type manhole rings and cover are specified on storm sewer manholes they shall be bolted to the concrete slab top using the “L” bolts cast into the slab for this purpose. The joint between the ring and the concrete slab top shall be made watertight using a bitumastic or rubber seal and conforming to the requirements of these specifications.

5. CORRUGATED STEEL MANHOLES

A. Corrugated steel manholes shall be constructed in accord with the details shown on the plans and in accord with the applicable requirements for the construction of corrugated steel pipe sewers.

B. Care shall be taken during the placing of backfill around corrugated steel pipe manholes to maintain the horizontal and vertical alignment of the manhole.

C. Since full contact of the flat top slab with the cement stabilized backfill is critical the backfill shall be finished smooth and to the proper grade. A thin layer of cement rich grout shall be placed on the cement stabilized backfill immediately prior to placing the concrete slab top. The grout shall be sufficient t fill all voids between the backfill and the slab and of a consistency to be forced into the voids under the weight of the slab.

3.14 TESTING GRAVITY SEWER MAINS AND MANHOLES

A. Upon completion of the sewer construction including all wyes and service laterals and before any house drains or services are connected, all sewers shall be cleaned and lamped. All runs of sewer between manholes shall be straight and true. Leakage tests shall be made to determine the amount of ground water infiltration into the sewers. Infiltration tests shall be made when groundwater level is 18 inches or more above the top of the outside of the pipe. Measurement will be taken by means of a weir placed in the lines. The maximum allowable rate of leakage shall be 25 gallons per inch diameter per mile of pipe per 24 hours, for any section of pipe with a maximum total leakage of 200 gallons per mile per 24 hours for sanitary sewers with the exception that the maximum leakage for storm drains shall be 200 gallons per inch of diameter per mile per 24 hours with a total maximum leakage of 6,000 gallons per mile per 24 hours.

When the groundwater is not at sufficient height for infiltration testing the Contractor shall use exfiltration to test the sewer lines.

B. In lieu of the infiltration or exfiltration tests the Contractor may perform air tests on the sewers.

C. If the infiltration, exfiltration, or air tests fail to meet requirements specified herein, the Engineer reserves the right to request television work to be done to locate leaks. The Contractor shall furnish all materials and equipment necessary to accomplish all infiltration, exfiltration, air or television testing.

The Contractor shall receive no additional compensation for this testing or inspection work or for repairs of corrective work required to be done to the sewers. The exfiltration tests shall be used in areas where no ground water is present.

D. Test Procedure Hydrostatic (Exfiltration)

(1) The test section shall be bulk headed and the pipe subject to a hydrostatic pressure produced by a head of water at a depth of three (3) feet above the invert of the sewer at the upper manhole under test. In areas where ground water exists, this head of water shall be three feet above the existing water table.

(2) This head of water shall be maintained for a period of one hour during which it is presumed that full absorption of the concrete manhole body has taken place and thereafter for a further period of one (1) hour for the actual test of leakage. Fiber glass manholes are exempt from the one hour absorption requirement. During this one (1) hour test period, the measured maximum allowable rate of exfiltration for any section of sewer shall be the same as allowed for the infiltration test.

E. TEST PROCEDURE AIR

(1) Where the Contractor elects to air test, he shall perform these tests with equipment similar to Air-Loc equipment manufactured by Cherne Industrial, Inc. Hopkins, Minnesota.

(2) The air test shall be made when the sewer is clean. The line shall be plugged at each manhole with pneumatic balls. Low pressure air shall be introduced into the plugged line until the internal air pressure reaches 4.0 psig greater than the average

back pressure of any ground water pressure that may submerge the pipe. At least two (2) minutes shall be allowed for the air temperature to stabilize before readings are taken and the timing started.

(3) When testing pipes 14 inches and less in diameter between consecutive manholes, the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 4.0 to 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than listed as calculated from Table 1.

When testing pipes greater than 15 inches in diameter between consecutive manholes the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 3.5 psig 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than that shown in or calculated from Table II.

TABLE I
Specification Time Required for a 1.0 PSIG Pressure Drop for Size and Length of Pipe indicated for Q = 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	3:46	597	.380	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854	5:40	5:40	5:40	5:40	5:40	5:40	5:42	5:42
8	7:34	298	1.520	7:34	7:34	7:34	7:34:	7:36	8:52	10:08	11:24
10	9:26	239	2.374	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768	51:17	75:55	102.34	128:12	153:50	179:29	205:07	230:46

1. Pipe Diameter (in.)
Minimum Time (min:sec)
Length for Minimum Time (ft.)
Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals.

Table II
Specification Time Required for 0.5 PSIG Pressure Drop for Size and Length of Pipe Indicated for Q + 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	1:53	597	.190	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187	4:43	4:43	4:43	4:57	5:56	6:55	7;54	8:54
12	5:40	199	1.709	5:40	5:40	5:40	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653	14:25	21:38	28:51	36:04	43:16	50:30	57:42	46:54

30 33 36	14:10 15:35 17:00	80 72 66	10.683 12.926 15:384	17:48 21:33 25:39	26:43 32:19 38:28	35:37 43:56 51:17	44:31 53:52 64:06	53:25 64:38 75:55	62:19 75:24 89:44	71:13 86:10 102:34	80:07 96:57 115:23

1 Pipe Diameter (in.)
2 Minimum Time (min:sec)
3 Length for Minimum Time (ft.)
4 Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals. All service plugs shall be secured in place to prevent displacement during testing operation.

F: DEFLECTION TEST

Deflection tests shall be performed on all flexible pipe, the tests shall be conducted after the backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5 percent. The deflection tests shall be run using a Go-No-Go mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. The tests shall be performed without mechanical pulling device, any pipe not meeting the deflection test shall be excavated and re-bedded at no cost to the owner.

The Contractor at no additional cost to the owner shall furnish the Go-No-GO Mandrel.

Upon completion of all tests, the Contractor shall provide personnel to remove each manhole cover in the presence of the Engineer's representative for inspection and depth measurement.

G. TESTING SANITARY SEWER MANHOLES

All sanitary sewer manholes shall be tested for water tightness by one of the following methods.

Manholes, except those in streets scheduled for immediate paving, shall be complete, having all adjusting rings and cover rings in place and shall be backfilled prior to testing.

Manholes in streets scheduled for immediate paving shall be complete as described above except those acceptance tests shall be made at the top of the cone section.

(1.) Vacuum Test

a. General

This item will govern the testing of all sanitary sewer manholes. All connections to manholes including drop connections shall be in place before testing.

b. Equipment

Equipment for vacuum testing manholes shall be:
MANHOLE VACUUM TESTER as manufactured by:

P.A. Glazier, Inc.
P.O. Box 1002
Worcester, MA. 01613

Or

THE CHERNE AIR-LOC MANHOLE TESTER as manufactured by:

Cherne Industries, Inc.
5700 Lincoln Dr.
Minneapolis, MN 55436-1695

Or approved equal.

c. Preparation for Testing

All connections to the manhole; except plugged stubs for future line extensions, shall be plugged using suitable pneumatic plugs. Line plugs shall be placed at a point outside of the manhole wall (approximately 8" to 10" into the sewer pipe). Drop connections shall be plugged at a point up stream from the drop.
All plugs, pipe connections and plugged stub outs shall be adequately braced to prevent them being drawn into the manhole when vacuum is applied.

d. Testing

The contractor shall set the test equipment in place and operate it in accord with the manufacturer instructions. A copy of these instructions shall be kept on the job site and shall be available to the inspector when tests are performed. When equipment is properly set up a vacuum of 10" of mercury (Hg) shall be drawn and the vacuum line valve closed. After the vacuum pump is shut off the hose shall be disconnected before the test is started.

Note: Vacuum must be at 10" Hg when test is started. The contractor may wish to draw up to 10.5" Hg vacuum and then bleed back to 10" Hg before starting the test. The test shall pass when the minimum time for the vacuum to drop from 10" Hg to 9" Hg is greater than the time shown in the following table:

TABLE 1: Minimum test times for various manhole diameters.

	DIAMETER		
Depth Feet	48"	60"	72"
8'	0:20	0:26	0:33
10'	0:25	0:33	0:41
12'	0:30	0:39	0:49
14'	0:35	0:46	0:57
16'	0:40	0:52	1:05
18'	0:45	0:59	1:13
20'	0:50	1:05	1:21
* ADD	0:05	0:06.5	0:08

Any manhole that fails the test shall be repaired and retested until it passes the test.

e. Contractors Optional Test

The contractor, at his option may wish to test manholes before they are backfilled to assure himself that the manhole is sound.
Manholes that fail the test prior to being backfilled may be repaired under vacuum by coating the area of the leak with a liquid quick setting grout allowing the grout to be drawn into the opening until the leak is stopped.

Manholes will not be accepted on the bases of this test.

f. Fiberglass Manholes

Fiberglass manholes may be tested in the same manner as concrete manholes except that all repairs to the fiberglass body of the manhole shall be made using materials furnished by the manufacturer. Repairs shall be made in accord with the manufacturer instructions.

g. No separate payment will be made for vacuum testing of manholes, but the cost shall be considered incidental to furnishing and construction of manholes as bid in the bid proposal.

2. HYDROSTATIC TESTING

a. General

This item shall govern the hydrostatic testing of manholes and may be used as an alternative to vacuum testing by the contractor.

All connections to manholes including drop connections shall be in place prior to testing manholes.

b. Testing

All connections to the manhole, except plugged stubs installed for future line extensions, shall be plugged upstream from the drop.

Plugs in pipe connections must be placed outside the manhole wall (approximately 8” to 10” into the pipe).

The manhole shall then be filled to the top of the cast iron ring (or top of the cone section for manholes in streets scheduled for immediate paving) and allowed to stand for a minimum of one hour to allow for absorption by the components of the manhole. The inspector may extend the absorption period if it appears that the manhole has not reached a stable state.

The manhole shall then be refilled to the top of the ring (or cone) and allowed to stand for up to 24 hours.

The manhole shall be checked at the end of 4 hours and will be deemed to have passed if no perceptible loss has occurred – if loss has occurred the manhole will be checked after the 24 hour period and will be considered to have passed if loss does not exceed the following schedule

Depth Ft.	Loss Inches
0 - 10’	.2
10 – 20’	.4
20 - 30’	.6

c. No separate payment will be made for Hydrostatic Testing of manholes but the cost shall be considered as incidental to furnishing and constructing manholes as bid in the bid proposal.

H. TELEVISING NEW SEWER LINES

It is the city’s intention to televise all new sanitary sewer lines for record purposes.

Immediately after the contractor completes all testing of sanitary sewer lines and manholes he shall leave all manholes accessible for televising and make allowances for the city’s camera crews working on the project site.

The contractor at his own expense before final acceptance must correct any defects discovered during the televising of sanitary sewers.

3.15 RESTORATION

A. Whenever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by the Contractor’s operations, they shall be repaired or replaced to the Engineers satisfaction, to restore the improvement in kind and structure to the pre-existing condition. Each item of restoration work shall be done as soon as practicable after completion of installation and backfilling operations on each section of pipeline.

B. In absence of specific payment provisions, as separate Contract Items, the restoration work shall be compensated for as part of the work required under those Contract Items, which necessitated the destruction and replacement or repair, and there will be no separate payment therefor. If separate pay items are provided for restoration work, only that portion of the repair or reconstruction, which was necessitated by the contract, will be measured for payment. Any improvements removed or damaged unnecessarily shall be replaced or repaired at the Contractor’s expense.

C. Turf restoration shall be accomplished by sod replacement except where seeding is specifically allowed or required.

Caliche or gravel surfaced streets and driveway shall be restored to their original condition by salvaging and replacing the pre-existing caliche or gravel. If the Contractor does not salvage sufficient material during excavation operation, he will be required to furnish material to restore the surface to the depth of the original section. This caliche or gravel restoration shall be considered a part of excavation and backfill and no extra compensation will be made.

E. Bituminous and concrete surfaced streets and driveways will be restored to equal or better condition than existed prior to sewer construction. Measurement will be made of the actual quantities required to be replaced by the sewer construction and paid for at the price bid in the appropriate bid items in the proposal.

No measurement or payment will be made for work done outside the lines considered necessary for sewer construction. The Contractor will be required to replace damage outside these lines at his own expense.

F. Reconstruction of caliche base courses and concrete or bituminous surface courses shall be in substantial compliance with all applicable City of Midland Specifications pertaining to the item being restored.

3.16 CLEANUP

After completing each section of the sewer line, the Contractor shall remove all debris, construction materials, and equipment from the site of the work, grade and smooth over the surface on both sides of the line and leave the entire right-of-way in a clean, neat, and serviceable condition. No separate compensation shall be made for clean up.

3.17 PAYMENT

A. General

Payment in accordance with the following items, at the unit price bid for the work, shall constitute full and complete payment for the entire project including all incidental terms necessary for the complete and successful prosecution of the work in accordance with the intent of the plans and specifications.

Materials and work required to complete the project for which there is no bid item in the bid proposal shall be considered as incidental and the cost shall be included in the prices bid for the various items in the bid proposal.

Where payment is to be made on a unit price basis, it shall be made on the actual measured quantities as constructed in the work.

B. Sewer Pipe in Place

Unit prices bid shall cover furnishing and installation of pipe and jointing materials, including tests and all other necessary work and material to install the pipe complete in place at the depth specified. The unit of work shall be the lineal foot of the various types and sizes as shown in the proposal form. The pipe installation shall be measured

along the centerline of the sewer from center to center of manholes with no deduction in footage for manholes, wye branches, riser bases or other structure.

C. Foundation Corrections Materials

Payment for foundation correction materials shall be made at the unit price bid per cubic yard for material furnished and placed to pro vide adequate pipe base in unstable soil. The unit price shall include extra excavation below pipe grade, the material, placing and tamping.

Additional material required to backfill excess depth of excavation caused by neglect or error on the part of the Contractor or wet conditions, shall be furnished and placed at his own expense.

Removal of Street Surfacing

The Contractor shall receive no extra compensation for the removal of street surfacing including cutting of a straight edge.

E. Trench Safety Systems, Sheeting and Shoring

Measurement: Trench Safety Systems shall be measured by the linear foot of "Trench Safety Systems": Payment for work prescribed under this item shall be full compensation for the Trench Safety Systems including any Engineering and/or consulting fees and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for de-watering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

F. Manholes

Payment will be made for the various types of manholes at the unit prices bid for the various types of manholes 0 to 6' deep which price shall include excavation, furnishing and installing all materials pumping where necessary, and backfilling and all incidentals for the complete manhole in place. Measurement for manholes over 6 feet in depth shall be made of the depth of manhole in excess of six (6) feet. Manholes will be measured from the invert to the top of the casting as set.

Payment will be made for the manhole depth in excess of 6 feet at the vertical foot price bid in the bid proposal for extra depth of manhole over 6 feet for each type of manhole furnished.

G. Drop Connections to Manholes

Payment shall be made for drop connections to manhole for each drop connection made as counted in the field at the price bid in the proposal.

Said payment shall be complete compensation for furnishing all materials and fittings and making all connections to the manhole including 2' of vertical depth as measured from the invert of the incoming line to the invert of the manhole.

H. Drop Section for Manholes

Drop sections shall be paid for on a vertical footage basis as measured from the invert of the incoming line to the invert of the manhole less 2 feet and shall be paid for at the price bid per vertical foot for the various size drop connections in the bid proposal.

The price bid per vertical foot includes all fittings, granular material, if used and concrete and shall be full compensation for the complete in service drop connection.

I. Service Lines

Service lines will be measured from centerline of the sewer main to the plug end and paid for at the unit price bid per linear foot of each type of pipe as specified and as shown on the typical details.

J. Barricading and Traffic Control

The lump sum price bid in the bid proposal shall be full compensation for furnishing flag persons when required and all barricades, signs and other barricading and traffic control devices and for furnishing barricading plans and erecting and maintaining all such devices and signs as required for the duration of the period.

Updated
08/07

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ADDENDUM #01
Project Number P25-17

TO ALL BIDDERS ON THE SUBJECT BID: Mockingbird Lane Phase I Paving And Drainage

ADDENDUM #01

DATE: May 8, 2026

1. Q/A and Clarification
2. Revised Bid Items
3. Non-Mandatory Pre-Bid Meeting Agenda
4. Non-Mandatory Pre-Bid Meeting Attendance

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Reece Albert Inc.
Company Name

Bidder Authorized Signature

5-14-2026
Date

Skip Klement, Estimator
Please Print Above Name

325-653-1241
Phone

Mockingbird Lane Phase I Paving And Drainage
Project Number P25-17

Q/A and Clarification

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: All addendum acknowledgement forms must be included with the bid for the bid to be considered complete. Bidders have sole responsibility for making sure they have and acknowledge all addendums provided for this project bid.

Clarification: Contractor must be willing to sign contract as is.

Clarification: Check that all insurance forms are in order when submitting bids.

Clarification: Check that all conflict of interest forms are completed if applicable.

Clarification: Contractor must fill out all bid items in the Bid Items section for the bid to be considered complete.

Clarification: Contractor is responsible for all construction staking.

Clarification: Contractor is responsible for all traffic control during this project.

Clarification: Contractor is responsible for notifying all adjacent properties of any planned service interruptions no less than two (2) business days in advance of any such interruptions. Service interruptions are to be kept as short as is reasonably possible. This requirement does not apply in emergency situations.

Clarification: Contractor is responsible for maintaining access to all adjacent properties at all times, barring those times when actual construction activity necessary to complete the work is taking place in front of driveway approaches or similar points of access. When such work is not occurring then access must be restored by means of traffic rated steel plates or other equivalent means until such time as the work is completed.

Clarification: Saw-cutting is considered subsidiary to the bid items listed in the Bid Items section.

Clarification: All invoice submittals are to be itemized and are to match the Bid Items section listed.

Clarification: There is a one (1) calendar year warranty period on this project.

Clarification: It is recommended that Bidders use the USPS mailing address rather than the physical City Hall address for bid submittals that are mailed in as the physical address has experienced issues on occasion in the past. The USPS mailing address is unchanged from what is listed in the original bid packet and the pre-bid teleconference meeting agenda.

Clarification: It was stated in the Pre-Bid Meeting that the meeting agenda incorrectly stated that the Addendum for this project would be distributed on Friday, we should have said the Monday afternoon after the Pre-Bid Meeting. This correction matches what was already stated on Pages 5 & 6 of the Project Manual.

Clarification: The Bid Items Section of the Project Manual has been revised. Bidders are directed to remove the original version of the Bid Items section in its entirety and replace it with the revised version of the Bid Items attached to this Addendum 01. Revised bid items include:

Paving Bid Items: 11

Question: Are the Type 3 Barricades should be End of Road Barricades or Dead-end Barricades?
Answer: Bid the line item as stated in the Bid Item section and the Construction Drawings.

Question: Watering for Seeding, Is there a percentage we got to change for a Project?
Answer: On Sheet C140 (Pg 6 of 11) of the construction drawing set, Erosion Control Notes D.x specifies the rate of watering that is to take place after placement of seeded erosion control mats.

Question: Please Clarify whether the Prime Coat is required on the dirt
Answer: Yes, Prime Coat will be placed on the subgrade.

Question: 6” Sidewalk?
Answer: The 6” was a typo, Bid Item 11 has been revised to indicate “4” Concrete Sidewalk”.

Question: Will the City handle the striping for this Project?
Answer: Yes, for this Project.

BID ITEMS

(See Proposal sheet for additional information.)

Project Name: Mockingbird Lane Phase 1 Paving And Drainage
Project Number: P25-17

Miscellaneous Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	Mobilization, furnished, installed, complete and in place.	3	MO	M1	$	$
2)	Preparation of Right-of-Way, furnished, installed, complete and in place.	2.48	ACRE	M2	$	$
3)	Erosion/Sediment Control, furnished, installed, complete and in place.	3	MO	M3	$	$
4)	Traffic Control, furnished, installed, complete and in place.	3	MO	M4	$	$
5)	Job Site Safety, furnished, installed, complete and in place.	3	MO	M5	$	$
6)	Seeded Erosion Control Mats, furnished, installed, complete and in place.	3600	SY	M6	$	$
7)	Spray Watering, furnished, installed, complete and in place.	1	LS	M7	$	$
Total Miscellaneous Items 1 - 7		$				

Paving Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	Subgrade Preparation (Depth ≤ 6”), furnished, installed, complete and in place.	7928	SY	P1	$	$
2)	Unclassified Embankment (Density Controlled), furnished, installed, complete and in place.	26125	CY	P2	$	$
3)	2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place.	7244	SY	P3	$	$
4)	8” Type B HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place.	7244	SY	P4	$	$
5)	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place.	1449	GAL	P5	$	$
6)	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place.	725	GAL	P6	$	$
7)	6” Concrete Fillet, furnished, installed, complete and in place.	49	SY	P7	$	$
8)	6” Concrete Valley Gutter, furnished, installed, complete and in place.	156	SY	P8	$	$
9)	Type A Concrete Curb & Gutter, furnished, installed, complete and in place.	1709	LF	P9	$	$
10)	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place.	10	SY	P10	$	$
11)	4” Concrete Sidewalk, furnished, installed, complete and in place.	481	SY	P11	$	$
12)	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place.	2	EA	P12	$	$
13)	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place.	4	EA	P12	$	$
14)	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place.	10	SY	P13	$	$
15)	8” RipRap (D_{50}), furnished, installed, complete and in place.	3160	SY	P14	$	$
16)	Type 3 Barricade, furnished, installed, complete and in place.	75	LF	P15	$	$
Total Paving Items 1 - 16		$				

Price For:	
1. Miscellaneous Items	$_____
2. Paving Items	$_____
Total Price	$_____

Mockingbird Lane Phase 1 Paving And Drainage
Non-Mandatory Pre-Bid Meeting Agenda
Project No. P25-17
May 06, 2026

Discussion Items

1. Sign-In Sheet

2. Personnel Overview
   - Carl Craigo – Public Works Officer
   - Gabe McClelland – Director Engineering Services
   - Bobby Wojciechowski – Assistant Director of Engineering
   - Josh Ferguson – Assistant City Engineer
   - Umasri Madala – Graduate Engineer
   - Alma McCammond – Assistant Utilities Director
   - Ever Pando-Sotelo – Water & Wastewater Operations Superintendent, Utility coordination
   - Taha Sakrani – City Traffic Engineer
   - Troy Clabaugh – Traffic Operations Superintendent
   - Jesse Trejo – Construction Manager, Construction Management & Inspections
   - Clint Harmon – Inspector
   - Stephen Lamb – Franchise Utility Coordinator
   - Kirby Jones – Project Manager, document processing & payments
   - Michael Williams – Stormwater Manager
   - Natalie Burgard – Administrative Assistant, document processing
   - Liz Sanchez – Buyer II, conduct bid process & bid opening

3. Project Overview and Scope
   - In general, this project involves extension of Mockingbird Lane as a 5-Lane Arterial Roadway from Fairgrounds Road to Purtis Creek Drive.
   - This project will include installation of Proposed paving, Sidewalk, Permanent stabilization and appurtenances including all necessary mobilization, Work, Site Safety, Erosion control measures, Traffic control stabilizations, notifications to adjacent property owners as directed by City of Midland Staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

4. Bid Process
   - Pre-Bid meeting attendance is non-mandatory to bid on this project.
   - ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting must be submitted via email to the following email address:

     purchasing@midlandtexas.gov

   - Addendum distributed by email the Friday afternoon following the Pre-Bid Meeting.
     - The deadline to ask or send questions for the addendum is this Friday, May 8, 2026 at Noon.
     - Questions asked after the Noon deadline will be directed to the information already provided in the bid documents or included in the Addendum.
   - ATTENTION: Bidders are to submit bids either by mail or in person. If bidders choose to mail their bid packets in, then they are to mail the bid packet to one of the addresses listed below:

     USPS Mailing Address:

City of Midland, Texas
Attn: City Secretary's Office
P.O. Box 1152
Midland, TX 79702

– OR –

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

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

- **Bid Opening is Thursday, May 14 , 2026 at 2:00 PM** in the City Hall Council Chamber located on the 1st Floor of Midland's City Hall.
  - The Bid Opening will be open to the public.
  - No late bids will be accepted.
  - Bidders must be willing to sign the contract as is.
  - Bidders must complete the conflict of interest forms if applicable.
  - Bidders must fill out all bid items in the Proposal. If bid items are left blank then the bid will be considered non-responsive.
  - Bidders have sole responsibility for making sure they have and acknowledge all addendums provided. If all acknowledgement forms are not included with the bid packet submittal then the bid will be considered non-responsive.

5. Notice to Proceed
   - Date of Notice to Proceed to be determined at the Pre-Construction Meeting.
   - Pre-Construction Meeting date will be set after the project bid is awarded.

6. Payment
   - Invoices should be submitted on or before the 1st day of each month and cover work completed up to the 25th day of the preceding month.
   - Invoice submittals are to be itemized and match the bid items listed in the bid packet Proposal.
   - Payment based on portion of work completed only. No payment for material delivery.
   - 5% retainage until project completion, acceptance, and final payment.
   - Recommended that invoices state "Invoice Due Upon Receipt", or have a due date that is two (2) weeks after the date the invoice is submitted.

7. Project Schedule
   - City Inspector must be notified of all work occurring and be able to perform inspections on any construction or installation that occurs.
   - Typically work times are Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City permission unless for emergency conditions.
   - Work is not to occur on Sundays or legal holidays unless required for emergency situations.
   - Work is not to occur on Saturdays unless requested by Contractor in writing at least 48-hours in advance and approved by the City Engineer.

8. Project Specifics
   - Comply with all OSHA and other applicable safety requirements and regulations at all times.
   - Construction staking is solely the responsibility of the Contractor.
   - Construction testing is solely the responsibility of the Contractor.
   - Contractor is responsible for all Erosion Control for this project.
     - The winning contractor must submit all TCEQ documentation etc., large or small site notice for linear projects. Please read all requirements in the Construction General Permit regarding linear projects and proper documentation. This is to be submitted to the City of Midland at least 2 days before ground is disturbed for small sites or 7 days before ground is disturbed for large sites.

        - Contractor is required to place erosion control BMPs as needed and to regularly maintain any BMPs placed. Project site is to be kept reasonably clean, and any piles of spoils, backfill material, etc. are to include sand bag BMPs or similar temporary erosion protection emplacements at all times.
        - Contractor is required to remove all temporary BMPs placed at the end of the project. This is considered subsidiary to the overall project.
    - Contractor is responsible for all Traffic Control for this project.
        - Contractor is responsible for coordinating with the City and their barricade company during this project, as well as TxDOT if needed.
        - Contractor is responsible for maintaining access to all adjacent properties during this project.
            - Contractor is responsible for notifying affected property owners at least two (2) business days in advance of any planned access interruptions.
            - Contractor is directed to use steel plates or other means to enable access to adjacent properties when work is not actively occurring at an otherwise blocked point of access so long as this does not conflict with the approved traffic control plan.
        - Contractor is responsible for coordinating with City Transportation to have any traffic control signs removed or relocated as needed by the City.
    - Contractor is responsible for maintaining service to adjacent lots during this project.
        - Contractor mist notify affected properties at least two (2) business days prior to any planned service interruption.
    - Material stored on the project site must be properly stored and protected from damage and weathering.
    - There is a one (1) calendar year warranty period on this project. This includes all infrastructure installed.

9. Additional Information, Clarifications, and Corrections
    - Bidders are directed to bid the item quantities listed in the Bid Packet's Proposal.
    - Contractor is remined that this project is located in an urban environment. Structures, trees, and overhead lines are common, and contractor is to provide proper equipment to complete all work required for this project in an urban environment.
    - Contractor is Reminded that Permanent stabilization will consists of Seeded Erosion Control Mats for this Projects.

10. Any Additional Questions

Please direct all questions or comments following the Pre-Bid Meeting to:

purchasing@midlandtexas.gov

Non-Mandatory Pre-Bid Meeting Attendance

P25-17

Mockingbird Lane Phase I Paving And Drainage

Date: 05-06-2026 - 3:00 PM

☑	Name *(Please Print)*	Company Name *(Please Print)*	Phone Number	Fax Number	Email
✓	Josh Ferguson	City of Midland	(432) 685-7290		jferguson@midlandtexas.gov
✓	Jesse Ramirez	Reece Albert, inc.	432-570-0481		jesser@reecealbertinc.com
	Cody Chitty	Jones Bros	432-345-7603		c.chitty@jonesdp.com
	Mirna Granados	City of Midland	[redacted]		Mgranados@midlandtexas.gov

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ADDENDUM #02
Project Number P25-17

TO ALL BIDDERS ON THE SUBJECT BID: Mockingbird Lane Phase I Paving And Drainage

ADDENDUM #02

DATE: May 12, 2026

1. Q/A and Clarification
2. Revised Bid Items

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Reece Albert, Inc.
Company Name

Bidder Authorized Signature

5-14-2026
Date

Skip Klement, Estimator
Please Print Above Name

325-653-1241
Phone

Mockingbird Lane Phase I Paving And Drainage
Project Number P25-17

Q/A and Clarification

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: All information provided in Addendum 01 for this project remains in effect unless specifically addressed in this Addendum 02.

Clarification: All addendum acknowledgement forms must be included with the bid for the bid to be considered complete. Bidders have sole responsibility for making sure they have and acknowledge all addendums provided for this project bid.

Clarification: The Bid Items Section of the Project Manual has been revised. Bidders are directed to remove all previous versions of the Bid Items section in their entirety and replace them with the revised version of the Bid Items attached to this Addendum 02. Revised bid items in this Addendum 02 include:

Paving Bid Items: 4, 15

Question: The plans show 3,160 SF of 8" rock riprap. The proposal shows 3,160 SY. It should probably be SF.

Answer: The Paving Bid Item 15, 8" RipRap quantity has been corrected to list 352 square yards instead of the previously listed 3160 square yards.

Question: Is the 4" of Type B hot mix under (and 6" behind) the curb and gutter subsidiary? The 8" Type B hot mix has the same quantity as the 2" surface mix.

Answer: The Paving Bid Item 4, 8" Type B HMAC Asphalt Pavement Surface Course quantity has been increased to 7719 square yards to account for material to be placed beneath curb and 6" beyond the back-of-curb as per the construction drawing set.

BID ITEMS

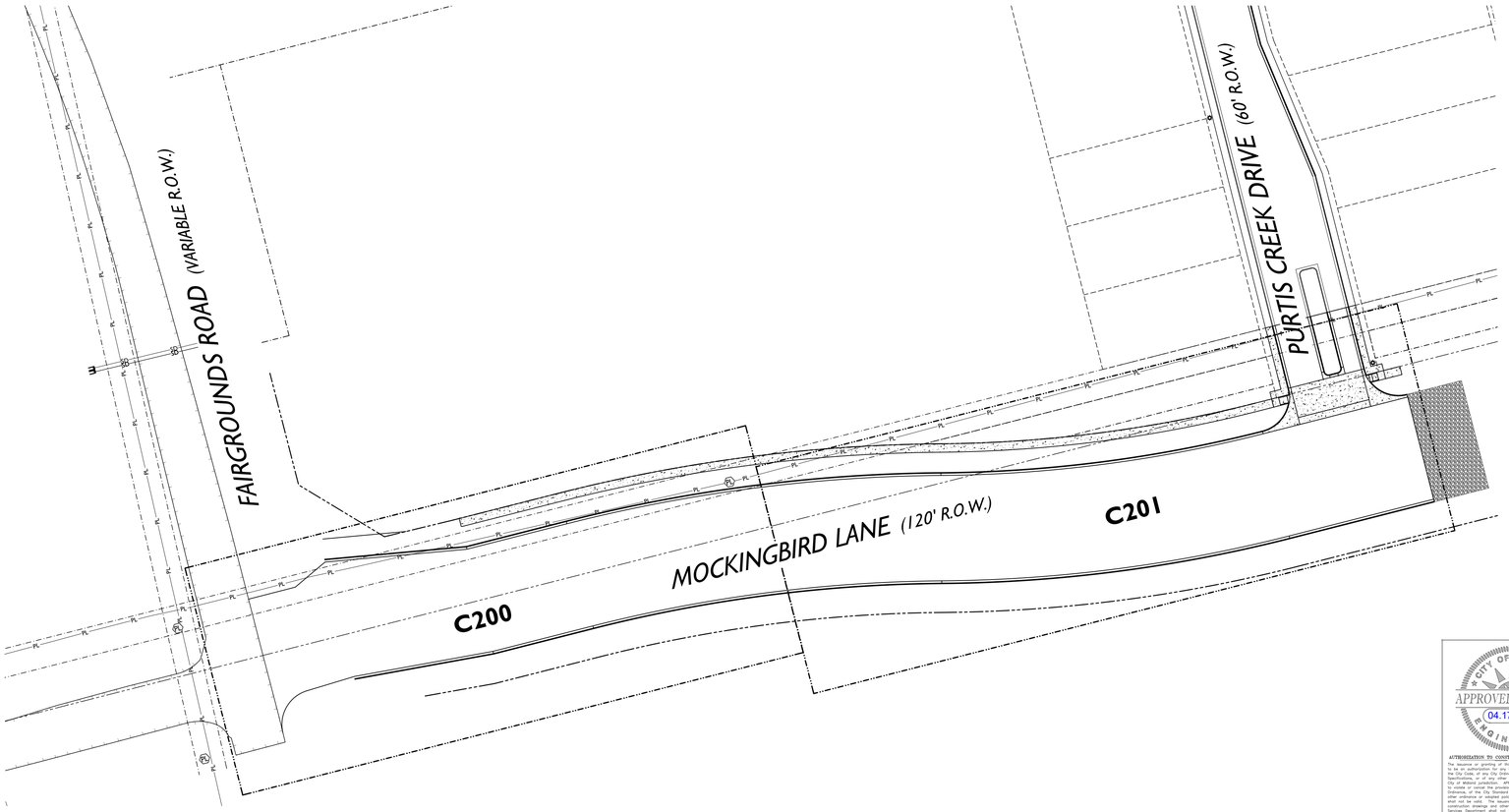
(See Proposal sheet for additional information.)

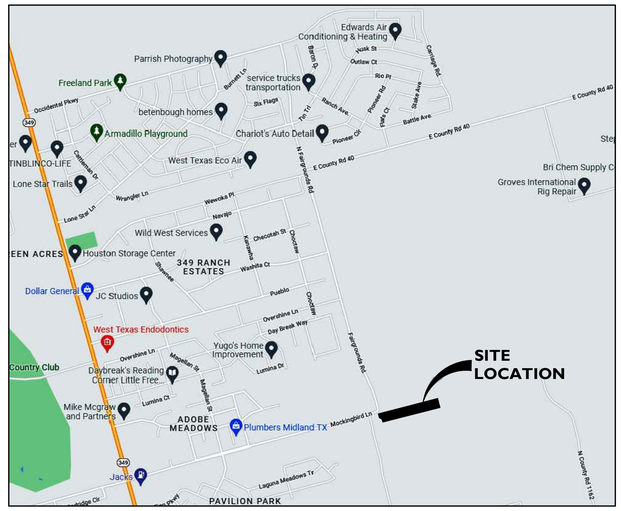
Project Name: Mockingbird Lane Phase 1 Paving And Drainage
Project Number: P25-17

Miscellaneous Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	Mobilization, furnished, installed, complete and in place.	3	MO	M1	$_____	$_____
2)	Preparation of Right-of-Way, furnished, installed, complete and in place.	2.48	ACRE	M2	$_____	$_____
3)	Erosion/Sediment Control, furnished, installed, complete and in place.	3	MO	M3	$_____	$_____
4)	Traffic Control, furnished, installed, complete and in place.	3	MO	M4	$_____	$_____
5)	Job Site Safety, furnished, installed, complete and in place.	3	MO	M5	$_____	$_____
6)	Seeded Erosion Control Mats, furnished, installed, complete and in place.	3600	SY	M6	$_____	$_____
7)	Spray Watering, furnished, installed, complete and in place.	1	LS	M7	$_____	$_____
Total Miscellaneous Items 1 - 7		$_____				

Paving Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	Subgrade Preparation (Depth ≤ 6”), furnished, installed, complete and in place.	7928	SY	P1	$_____	$_____
2)	Unclassified Embankment (Density Controlled), furnished, installed, complete and in place.	26125	CY	P2	$_____	$_____
3)	2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place.	7244	SY	P3	$_____	$_____
4)	8” Type B HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place.	7719	SY	P4	$_____	$_____
5)	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place.	1449	GAL	P5	$_____	$_____
6)	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place.	725	GAL	P6	$_____	$_____
7)	6” Concrete Fillet, furnished, installed, complete and in place.	49	SY	P7	$_____	$_____
8)	6” Concrete Valley Gutter, furnished, installed, complete and in place.	156	SY	P8	$_____	$_____
9)	Type A Concrete Curb & Gutter, furnished, installed, complete and in place.	1709	LF	P9	$_____	$_____
10)	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place.	10	SY	P10	$_____	$_____
11)	4” Concrete Sidewalk, furnished, installed, complete and in place.	481	SY	P11	$_____	$_____
12)	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place.	2	EA	P12	$_____	$_____
13)	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place.	4	EA	P12	$_____	$_____
14)	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place.	10	SY	P13	$_____	$_____
15)	8” RipRap (D_{50}), furnished, installed, complete and in place.	352	SY	P14	$_____	$_____
16)	Type 3 Barricade, furnished, installed, complete and in place.	75	LF	P15	$_____	$_____
Total Paving Items 1 - 16		$_____				

Price For:	
1. Miscellaneous Items	$
2. Paving Items	$
Total Price	$





VICINITY MAP
N.T.S.

APPROVED AS NOTED
04.17.2026
ENGINEERING
CITY OF MIDLAND

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVAL presuming to give authority to violate or cancel the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL, based on the submitted plans, shall not prevent the Director of Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the submitted plans when found to be in violation of this ordinance. Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

MAYOR

LORI BLONG

COUNCIL MEMEBERS

BRIAN STUBBS	**DISTRICT 1**
JOHN NORMAN	**DISTRICT 2**
JACK LADD	**DISTRICT 3**
AMY STRETCHER BURKES	**DISTRICT 4**
ROBIN POOLE	**AT LARGE**
JOHN BURKHOLDER	**AT LARGE**

CITY MANAGER
TOMMY GONZALEZ

ENGINEERING SERVICE DIRECTOR
GABE McCLELLAND
OFFICE: (432) 685-7286

CITY OF MIDLAND, 300 N. LORAINE ST.,
MIDLAND, TX 79702

MIDLAND
Engineering Services

MOCKINGBIRD LANE PHASE 1
PAVING AND DRAINAGE CONSTRUCTION PLANS
PROJECT NUMBER: P25-17

BENCHMARK:

SURVEY PERFORMED BY MAVERICK ENGINEERING. CONTACT MAVERICK ENGINEERING. PRIOR TO CONSTRUCTION TO SET UP A PROJECT BENCHMARK OR CONTROL STAKING 432-262-0999

ENGINEER

ANDREW L. MELLEN P.E.
MAVERICK ENGINEERING
1300 WEST ILLINOIS AVENUE,
MIDLAND, TX 79701
TELEPHONE: (432) 262-0999

ENGINEER'S NOTES

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

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MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1300 West Illinois Avenue, Midland, TX 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194452
www.Maverick-Eng.com

REVISIONS | BY | APPR. | DATE

DRAWN BY: CRT
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 12/29/2025
JOB: 210122

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

COVER SHEET

PAVING AND DRAINAGE CONSTRUCTION PLANS
MOCKINGBIRD LANE, PHASE I
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
12/15/2025

SHEET C100 OF 11

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P:\2021\210122\BETENBOUGH-BRANDT TRACT\DRAWINGS\CIVIL CONSTRUCTION PLANS\MOCKINGBIRD LANE PHASE 1\210122 C100 COVER SHEET.DWG

SUMMARY OF PAVING ITEMS

	SUBGRADE PREPARATION	2" TYPE D HMAC ASPHALT PAVEMENT SURFACE COURSE (PG70-22)	8" TYPE B HMAC ASPHALT PAVEMENT SURFACE COURSE (PG70-22)	BITUMINOUS PRIME COAT (MC-30)	BITUMINOUS TACK COAT (MC-30)	TYPE A CONCRETE CURB & GUTTER	6" CONCRETE VALLEY GUTTER	6" CONCRETE FILLET	ADA CURB RAMP	4" CONCRETE SIDEWALK	ADJUST EXISTING MANHOLE	ADJUST EXISTING WATER VALVES	TYPE 3 BARRICADE	EARTHWORK IMPORT MATERIAL	RIPRAP D_{50} = 8"
UNIT	SY	TON	SY	GAL	GAL	LF	SY	SY	SY	SY	EA	EA	LF	CY	SF
DEPTH	6" TYP.	2"	8"	–	–	6"	–	–	4"	4"	–	–	–	–	12"
RATE	–	220 LBS/SY	–	0.20 GAL/SY	0.10 GAL/SY	–	–	–	–	–	–	–	–	–	–
SHEET C200	3,330	350	3,180	636	318	630	–	–	–	150	2	–	–		–
SHEET C201	4,598	447	4,064	813	406	1,079	156	49	–	330	–	4	75		3,160
TOTALS:	7,928	797	7,244	1,449	725	1,709	156	49		481	2	4	75	26,125	3,160

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P:\2021\210122.BETENBOUGH.BRANDT TRACT\DRAWINGS\CIVIL CONSTRUCTION PLANS\MOCKINGBIRD LANE PHASE 1\210122 C110 QUANTITIES.DWG

CITY OF MIDLAND APPROVED IN ENGINEERING 04.17.2026

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the Subdivision Ordinance, the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the Subdivision Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The approval of a plan or construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of public improvements found not in accordance with the City Standard Details, of any City Ordinance, of the City Standard Details or Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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

REVISIONS

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

DRAWN BY: CRT
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 12/29/2025
job: 210122

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

QUANTITIES

PAVING AND DRAINAGE CONSTRUCTION PLANS
MOCKINGBIRD LANE, PHASE I
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
12/15/2025

SHEET C110 OF 11

GENERAL NOTES

BENCHMARK:

ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO THE NATIONAL GEODETIC VERTICAL DATUM 1988.

GENERAL:

1. THIS DESIGN IS FOR PUBLIC PAVING IMPROVEMENTS AT MOCKINGBIRD LANE, LENGTH PER PLANS. ALL CONSTRUCTION SHALL COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE, ALL OTHER STANDARDS AND REQUIREMENTS SHALL COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS, WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD, REQUIREMENT, OR REGULATION WILL GOVERN.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE A PROJECT SCHEDULE TO CITY STAFF PRIOR TO CONSTRUCTION. THE SCHEDULE WILL OUTLINE THE ANTICIPATED START AND END DATES FOR EACH PHASE OF THE PROJECT.
3. EXISTING UTILITIES (OR OTHER OBJECTS) INDICATED IN THE PLANS HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE CITY ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.
4. ALL PARTS OF THE PROJECT, INCLUDING THE SECTIONS CALLING ONLY FOR ASPHALT AND BASE REMOVAL (WITHOUT GRADING DESIGN), INTENDS FOR SURFACE AND DRAINAGE IMPROVEMENTS AT ALL ADJACENT STREET AND INTERSECTIONS. THE CONTRACTOR WILL ENSURE POSITIVE SURFACE DRAINAGE IN THE ASPHALT AND BASE REMOVAL SECTIONS WITH SPECIAL ATTENTION TO SURFACE DRAINAGE WITHIN ALL INTERSECTIONS AND MATCH THE ELEVATIONS SHOWN ON THE PLANS.
5. THE CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT, TREES AND OVERHEAD UTILITY LINES ARE COMMON. THE CONTRACTOR SHALL PROVIDE THE PROPER EQUIPMENT TO COMPLETE THE WORK IN THE URBAN ENVIRONMENT. ALL TREE CARE SHALL BE IN COMPLIANCE WITH ANSI A300
6. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN THE FIELD THAT CONFLICT WITH THE DESIGN DRAWINGS ARE TO BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN THE FIELD.
7. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.
8. THE EXISTING ALIGNMENT IS THE CONTROL FOR CONTRACTOR STAKING. ESTABLISH REFERENCE POINTS FOR THE CONTROL PRIOR TO REMOVING THE EXISTING SURFACE AND PAVEMENT MARKINGS.
9. EXISTING ELEVATIONS AND TOPOGRAPHIC FEATURES SHOWN IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SITE INSPECTIONS, SURVEYS, ONE CALL MARKINGS, AND PRIVATE INFRASTRUCTURE OWNER RECORDS. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE ENGINEER OF ANY CONFLICTS BETWEEN THE EXISTING CONDITIONS AND PROJECT DESIGN.
10. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THIS CONSTRUCTION DRAWING SET.
11. TRAFFIC CONTROL FOR THIS PROJECT WILL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR MUST SUBMIT A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO THE CITY OF MIDLAND FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE THE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.
12. THE CONTRACTOR SHALL NOTIFY ALL AFFECTED PROPERTIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY THE CONTRACTOR.
13. THE CONTRACTOR SHALL COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN THE PROJECT BID PACKET.

DEMOLITION NOTES:

1. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND RECEIVE WRITTEN CONFIRMATION THAT SUCH DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.
2. CONTRACTOR IS O TAKE CARE NOT TO DAMAGE OR REMOVE ANY EXISTING INFRASTRUCTURE OR PROPERTY, PUBLIC OR PRIVATE, THAT IS NOT INDICATED BY THIS CONSTRUCTION DRAWING SET. ANY SUCH DAMAGE OR REMOVAL MUST BE REPLACED OR REPAIRED BY CONTRACTOR AT THEIR SOLE EXPENSE TO EQUAL OR BETTER CONDITION.
3. ALL SAW-CUTS ARE TO HAVE CLEAN, STRAIGHT EDGES AND ARE CONSIDERED INCIDENTAL TO ALL PROJECT WORK.

EROSION CONTROL:

1. INSTALL, USE, AND MAINTAIN A CONCRETE WASHOUT AT AN APPROVED LOCATION AND AS SHOWN HEREIN ON THESE PLANS AND SPECIFICATIONS.
2. COMPLY WITH THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ) STORM WATER MANAGEMENT PROGRAM (SWMP).
3. IMPLEMENT SOIL STABILIZATION PRACTICES, STRUCTURAL EROSION AND SEDIMENT CONTROLS, POLLUTION PREVENTION, AND SITE SPILL RESPONSE BEST MANAGEMENT PRACTICES, AND SITE INSPECTIONS IN ACCORDANCE WITH STORM WATER POLLUTION PREVENTION PLAN (SWP3 OR SWPPP) REQUIREMENTS AND SHEETS.
4. PROVIDE, PLACE, AND MAINTAIN EROSION CONTROL PROTECTION AT GUTTER LOCATIONS AT LIMITS OF WORK ZONE, INCLUDING INTERSECTIONS ADJACENT TO WORK ZONE. PROVIDE, PLACE, AND MAINTAIN EROSION CONTROL PROTECTION AT STORM DRAIN INLETS THAT ARE LOCATED WITHIN WORK ZONE.
5. DAMAGES TO ADJACENT PROPERTY OR TO RECEDING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
6. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OR ANY OFF-SITE SILTATION CAUSED BY THEIR OPERATIONS AND/OR FAILURE OF EROSION CONTROL MEASURES, AT NO ADDITIONAL COST TO CITY.
7. INSPECT THE PROJECT AT A MINIMUM OF EVERY 14 DAYS AND AFTER EVERY RAINFALL OF 1/2 INCHES OR GREATER TO DETERMINE THE INTEGRITY AND EFFECTIVENESS OF THE EROSION CONTROL MEASURES. PREPARE A WRITTEN INSPECTION REPORT TO BE FILED WITH THE PROJECT RECORD DOCUMENTS.
8. ALL STOCKPILED SOILS SHALL BE SURROUNDED BY SILT FENCE, OR EQUIVALENT MEASURE AS APPROVED BY ENGINEER, TO PROPERTY CONTROL SEDIMENT RUNOFF.
9. TAKE NECESSARY MEASURES TO MINIMIZE OFF-SITE TRACKING OR TRANSPORT OF SEDIMENT AND DEBRIS. ANY CONSTRUCTION DEBRIS (MUD, GRAVEL, ETC.) THAT FALLS OUT ONTO AN ADJACENT AREA MUST BE PROMPTLY REMOVED AT NO ADDITIONAL COST TO THE CITY.
10. TO DE-WATER EXCAVATIONS, USE A PROTECTED PUMP DISCHARGE TO FILTER THE DISCHARGE WATER. DE-WATERING MUST ADHERE TO THE FOLLOWING RESTRICTIONS:
    - DO NOT PUMP WATER DIRECTLY INTO ANY SLOPES
    - SEDIMENTS IN PUMPED WATER SHALL BE MINIMIZED BEFORE DRAINING TO STREET. USE SEDIMENT BAGS TO REMOVE OR REDUCE SEDIMENT IN PUMPED WATER.
    - IF DISCHARGE REGION SHOWS SIGNS OF EROSION OR INSTABILITY, STOP DE-WATERING IMMEDIATELY.
    - CHECK THE CONDITION OF CHANNELS USED FOR DE-WATERING FOR STABILITY AND STEADINESS.
    - DISCHARGED WATER SHALL NOT BE DIRECTLY CONTAMINATED WITH GREASE, OIL, CHEMICALS ,NOR ANY OTHER TOXIC SUBSTANCE.
    - OBTAIN NECESSARY PERMITS AND CHECK ALL REQUIREMENTS WITH THE CITY OF MIDLAND WHEN IN DOUBT.
11. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON PROJECT SITE.
12. THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES ARE TO BE MADE IMMEDIATELY UPON DISCOVERY THAT SUCH REPAIRS ARE NEEDED. ALL EROSION CONTROL MEASURES AT THE PROJECT SITE ARE TO BE INSPECTED IMMEDIATELY FOLLOWING ANY STORM EVENT.
13. THE CONTRACTOR SHALL MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE OF THE PROJECT SITE ARE TO BE REMOVED PROMPTLY.
14. ANY ON-SITE STORAGE OF SPOILS, MATERIALS OR EQUIPMENT ARE TO BE LOCATED WITHIN THE AREA DESIGNATED AS PART OF THE WORK ZONE AREA.
15. ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY THE ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.
16. CONCRETE TRUCKS CANNOT, UNDER ANY CIRCUMSTANCE, WASH OUT IN EXCAVATIONS. THE CONTRACTOR SHALL PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND REMOVE ALL WASHOUT AND SPOILS FROM THE PROJECT SITE.
17. THE CONTRACTOR HAS THE SOLE RESPONSIBILITY FOR VEGETATING OR STABILIZING ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITY LOCATED OUTSIDE THE DESIGNATED PROJECT SITE OR APPROVED WORK ZONE TO EXISTING OR BETTER CONDITIONS. THIS SHALL BE PAID FOR AT THE CONTRACTOR'S SOLE EXPENSE.
18. IMPLEMENT SUPPLEMENTAL EROSION CONTROL MEASURES AS NEEDED DURING STORM EVENTS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF THE ENGINEER IF AT ANY TIME, THE ENGINEER BELIEVES THE EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE NEEDS OF THE PROJECT SITE.
19. THE CONTRACTOR IS REQUIRED, AT A MINIMUM, TO REMOVE AND DISPOSE OF ACCUMULATED SILT, SEDIMENT, OR OTHER DEBRIS FROM EROSION CONTROLS WHEN SILT, SEDIMENT, OR OTHER DEBRIS HAVE REACHED A HEIGHT EQUAL TO HALF OF THE EROSION CONTROLS PLACED OR WHEN SILT, SEDIMENT, OR OTHER DEBRIS IMPEDE THE EFFECTIVENESS OF EXISTING EROSION CONTROL MEASURES.
20. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL MEASURES FROM THE PROJECT SITE UPON COMPLETION OF CONSTRUCTION ACTIVITY ONCE THE PROJECT SITE IS STABILIZED. THIS IS CONSIDERED SUBSIDIARY TO THIS PROJECT SCOPE.
21. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

EXISTING INFRASTRUCTURE:

1. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING INFRASTRUCTURE, BOTH PUBLIC AND PRIVATE (INCLUDING CAST IRON FEATURES), FROM ANY DAMAGE DUE TO CONSTRUCTION ACTIVITY NOT CALLED FOR IN THE CONSTRUCTION DRAWING SET. THE CONTRACTOR WILL REPLACE OR REPAIR, AS DIRECTED BY THE CITY, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPAIR OR REPLACEMENT OF DAMAGED ITEMS.
2. EXISTING PAVEMENT DAMAGED DURING CONSTRUCTION ACTIVITIES SHALL BE REPAIRED OR REPLACED WITH SAME PAVEMENT SECTION OR BETTER THAN THE EXISTING PAVEMENT SECTION.
3. ALL EXISTING MANHOLES AND VALVES SHALL BE ADJUSTED TO FINISHED ROADWAY ELEVATION, MATCHING THE FINISH CROSS-SLOPE, INCLUDING CONCRETE RINGS AS PER STANDARD DETAILS.
4. SEPARATE CONCRETE RINGS ARE REQUIRED AROUND ALL WATER VALVE AND MANHOLE COVERS, EVEN WHEN THE COVERS ARE LOCATED IN CONCRETE PAVEMENT.
5. EXISTING CONDITIONS ARE SHOWN BASED ON AVAILABLE CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
6. EXISTING GAS LINES WERE LOCATED FROM CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
7. EXISTING ELECTRIC LINES WERE LOCATED FROM CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
8. EXISTING COMMUNICATION LINES WERE LOCATED FROM CITY MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, DEVELOPER DESIGN DRAWINGS, AND SITE VISITS. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.
9. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH THE PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR OVERHEAD, ELECTRIC, POWER, OR PHONE LINES.

CITY OF MIDLAND APPROVED 04.17.2026 ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City of Midland Code of Ordinances, the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City of Midland Code of Ordinances, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall be void. The issuance of a APPROVAL based on plans, construction drawings and other data submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of public improvements which are not in accordance with the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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JOB: 210122

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GENERAL NOTES

PAVING AND DRAINAGE CONSTRUCTION PLANS
MOCKINGBIRD LANE, PHASE I
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
12/15/2025

SHEET C120 OF 11

P:\2021\210122-BETENBOUGH-BRANDT TRACT\DRAWINGS\CIVIL CONSTRUCTION PLANS\MOCKINGBIRD LANE PHASE 1\210122 C120 GENERAL NOTES.DWG

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GENERAL NOTES

CONCRETE CURBS & FLATWORK:

1. CONSTRUCT CONCRETE CURB-AND-GUTTERS, FILLETS, AND VALLEY GUTTERS IN ACCORDANCE WITH CITY OF MIDLAND STANDARD REQUIREMENTS, SPECIFICATIONS, AND DETAILS, AND TO THE LINES AND GRADES SHOWN ON THESE PLANS AND SPECIFICATIONS, AND IN ACCORDANCE WITH CITY OF MIDLAND DETAIL DRAWINGS.
2. CURB-AND-GUTTERS CAN BE MANUALLY FORMED OR SLIPFORMED AND ARE TO BE PLACED SEPARATELY FROM PAVEMENTS EXCEPT FOR FILLETS OR IF OTHERWISE INDICATED IN THE CONSTRUCTION DRAWINGS. FOR FACE OF GUTTER, USE A TEMPLATE CONFORMING TO LINES AND DIMENSIONS SHOWN FOR APPROPRIATE CURB TYPE ON CITY OF MIDLAND STANDARD DETAIL DRAWINGS.
3. WHEN PLACING CONCRETE FOR CURB-AND-GUTTER, ENSURE THAT GUTTER LINE CONFORMS TO LINES AND GRADES SPECIFIED HEREIN ON THE PLANS AND SPECIFICATIONS. SET AND MAINTAIN A GUIDELINE TO MONITOR GUTTER LINE.
4. WHEN PLACING CONCRETE FOR SIDEWALKS, PEDESTRIAN RAMPS, AND OTHER FLATWORK, ENSURE THAT FORMWORK IS STABLE AND IS NOT PUSHED, BUMPED, OR SHOVED DURING PLACEMENT ACTIVITIES. AFTER PLACEMENT AND FINISHING, BUT BEFORE CONCRETE SETS, ENSURE THAT LINES AND GRADES, ESPECIALLY CROSS-SLOPES, COMPLY WITH THOSE SHOWN AND SPECIFIED HEREIN ON THE PLANS AND SPECIFICATIONS. ENGINEER IS TO BE NOTIFIED PRIOR TO INSTALLATION IF ANY SIDEWALK SLOPE EXCEEDS 5.0% SLOPE WHEN FOLLOWING EXISTING GROUND SURFACE, AND NO SIDEWALKS IS TO HAVE CROSS-SLOPE GREATER THAN 2.0%.
5. WHEN PLACED SEPARATELY FROM PAVEMENTS, TOOL JOINTS IN CURB-AND-GUTTERS, TAKING CARE NOT TO PULL PLASTIC CONCRETE OUT OF LINE WHEN RELEASING TOOL. IF PAVEMENT IS CONCRETE, MATCH JOINT LOCATIONS WITH PAVEMENT JOINTS. OTHERWISE, SPACED TOOLED CONTROLED JOINTS NO MORE THAN 10-LF AND NO LESS THAN 2-LF IN CURB-AND-GUTTERS; SUBSTITUTE AN EXPANSION JOINT FOR EVERY 6TH CONTROL JOINT. PROVIDE EXPANSION JOINTS BETWEEN NEW CURB-AND-GUTTERS AND EXISTING CURB-AND-GUTTERS.
6. CONSTRUCT PEDESTRIAN RAMPS IN COMPLIANCE WITH ADA RULES AND REGULATIONS AND CITY OF MIDLAND SPECIFICATIONS AND DETAILS.

PAVING AND CONCRETE:

1. SAWCUT AND REMOVE EXISTING ASPHALTIC PAVEMENT AT PROJECT OR DAILY LIMITS BY AN APPROVED METHOD. BEFORE PAVING, THE EXISTING SURFACE WILL BE SAW CUT AT LEAST 6 INCHES BEYOND ALL SIDES OF THE LIMITS OF BROKEN OR UNDERMINED PAVEMENT. SQUARE OFF EDGES OF THE SURFACE PAVEMENT TO A 90 DEGREE ANGLE TO THE ROADWAY CENTERLINE. OFFSET THE JOINT IN THE SURFACE COURSE FROM THE LANE LINES BY 6 INCHES. WHEN CONSTRUCTING A JOINT BETWEEN LANES OF OPPOSING TRAFFIC, OFFSET THE JOINT BY 6 INCHES INTO EITHER LANE.
2. ENSURE PAVEMENT IS CONSTRUCTED FLUSH WITH LIP OF CURB.
3. CONTRACTOR WILL SEAL ALL CONCRETE PAVEMENT JOINTS. THIS DOES NOT INCLUDE PEDESTRIAN ACCESS RAMPS, SIDEWALKS, OR JOINTS BETWEEN CURBS.
4. USE AND PLACE APPROVED EXPANSION JOINT MATERIAL BETWEEN THE EXISTING CURB AND THE PROPOSED CURB, AND WHERE SHOWN ON PLANS.
5. CONSTRUCT CONCRETE PAVEMENT IN ACCORDANCE WITH CITY OF MIDLAND STANDARD REQUIREMENTS, SPECIFICATIONS, AND DETAILS, AND TO THE LINES AND GRADES SHOWN ON THESE PLANS AND SPECIFICATIONS.
6. MAINTAIN SUBGRADE OF BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION, IN CONFORMANCE WITH THE APPLICABLE CITY OF MIDLAND SPECIFICATIONS, AND ESTABLISHED LINE AND GRADE, UNTIL CONCRETE IS PLACED. KEEP SUBGRADE OR BASE DAMP WITH WATER UNTIL CONCRETE IS PLACED.
7. PLACE CONCRETE WITHIN 45 MINUTES OF BATCHING. USE VIBRATORY EQUIPMENT TO CONSOLIDATE CONCRETE; DO NOT USE VIBRATORY EQUIPMENT TO DISTRIBUTE CONCRETE. SEGREGATED CONCRETE IS SUBJECT TO REJECTION.
8. SAWCUT ALL CONTROL JOINTS. JOINT SPACING TO BE A MINIMUM 10'x10' AND MAXIMUM OF 15'x15' TYPICALLY. JOINT LAYOUT AROUND CURB RETURNS AND OTHER IRREGULAR FEATURES SUCH THAT JOINTS ARE PERPENDICULAR TO CURBS OR CONCRETE EDGES.
9. EXISTING BENCHMARK LOCATION SPECIFIED ON PLANS. SEE SHEETS C130.
10. EXISTING CONTROL POINTS SPECIFIED ON PLANS. SEE SHEETS C130.
11. ALL DIMENSIONS MEASURED TO THE CURB ARE MEASURED TO THE BACK-OF-CURB
12. CONCRETE COLLARS ARE TO BE PLACED AROUND ALL PUBLIC INFRASTRUCTURE UTILITY COVERS EXCEPT METER COVERS EVEN WHEN SUCH COVERS ARE LOCATED IN UNPAVED OR CONCRETE PAVED AREAS.
13. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 3.0-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0 CUBIC YARD OF CONCRETE PLACED (3.0 LBS/ 1.0 CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET. FIBER REINFORCING IS TO BE POLYPROPYLENE FIBER REINFORCING, AND FIBERS ARE TO BE 3/4" LONG MACRO GENESIS FIBRILLATED SYNTHETIC FIBERS OR AN APPROVED EQUAL MIXED IN ACCORDANCE WITH ASTM C94
14. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.
15. CONTRACTOR IS TO MATCH EXISTING GRADES AT ALL LOCATIONS INDICATED, INCLUDING FOR AL GRADE DAYLIGHTING.
16. ALL EXISTING BASE COURSE MATERIAL OR MATERIAL REMIANING AFTER EXCAVATION ARE TO BE PROOF ROLLED WITH A MINIMUM OF TWENTY-FIVE (25) TON PNEUMATIC ROLLER PRIOR TO ANY PAVING ACTIVITY TAKING PLACE. EXCAVATE ANY SOFT MATERIAL AND SCARIFY EXCAVATED AREA PLUS SUFFICIENT DISTANCE BEYOND TO ENSURE PROPER MIXING AND BONDING.
17. ALL NEW PAVEMENT AND CONCRETE ARE TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE INCLUDING CURBS
18. PRIOR TO PAVING ACTIVITIES, APPLY PRIME COAT UNIFORMLY ON TOP OF ALL PREPARED FLEXIBLE BASE COURSE SURFACES. ADDITIONALLY, APPLY PRIME COAT TO ALL JOINTS, INCLUDING COLD JOINTS WITH MATS PREVIOUSLY LAID, AND JOINTS WITH CONCRETE WHERE ASPHALT PAVEMENT WILL ABUT CONCRETE PAVEMENT INCLUDING AT THE LIP OF THE CURB.
19. APPLY TACK COAT UNIFORMLY TO ALL INTERMEDIATE ASPHALT PAVEMENT COURSES WHOSE SURFACE IS SCHEDULED TO RECEIVE AN OVERLAYING COURSE OF ASPHALT PAVEMENT. ADDITIONALLY, APPLY TACK COAT TO ALL JOINTS, INCLUDING COLD JOINTS WITH MATS PREVIOUSLY LAID, AND JOINTS WITH CONCRETE WHERE ASPHALT PAVEMENT WILL ABUT CONCRETE PAVEMENT INCLUDING AT THE LIP OF CURB.
20. BLOT AREAS SHOWING AN EXCESS OF PRIME COAT OR TACK COAT WITH SAND OR OTHER SIMILAR MATERIAL AND **REMOVE THE BLOTTING MATERIAL BEFORE PAVING**.
21. CONCRETE FLARES SHOWN IN ALLEY APPROACH ARE TO BE INSTALLED. NOTIFY ENGINEER IF CONCFLICT WITH FLARES IS DISCOVERED IN FIELD.
22. ALL PEDESTRIAN ACCESS RAMPS AND SIDEWALKS ARE TO BE INSTALLED IN COMPLIANCE WITH ALL APPLICABLE ADA REQUIREMENTS. ALL SIDEWALK IS TO BE INSTALLED FLUSH WITH ADJACENT TOP-OF-CURB WHEN LOCATED NEXT TO CURB. SIDEWALK NOT LOCATED NEXT TO CURB IS TO BE PLACED FLUSH WITH EXISTING GROUND SURFACE. ENGINEER IS TO BE NOTIFIED PRIOR TO INSTALLATION IF ANY SIDEWALK SLOPE EXCEEDS 5.% SLOPE WHEN FOLLOWING EXISTING GROUND SURFACE, AND NO SIDEWALK IS TO HAVE CROSS-SLOPE GREATER THAN 2.0%
23. PAVEMENT PLACEMENT AREAS AND BOUNDARIES ARE IDENTICAL TO PAVEMENT REMOVAL AREAS AND BOUNDARIES BETWEEN EXISTING CURBS. TYPICAL PAVEMENT PATCH WIDTH IS 79'.
24. LAY-DOWN OPERATIONS:
    - 24.a. IN ADDITION TO OTHER REQUIREMENTS SPECIFIED IN CITY OF MIDLAND SPECIFICATIONS, PROVIDE ASPHALT PAVERS THAT DO NOT SUPPORT WEIGHT OF ANY PORTION OF HAULING EQUIPMENT OTHER THAN CONNECTION.
    - 24.b. OFFSET JOINTS IN SURFACE COURSE FROM LANE LINES BY SIX INCHES (6"). WHEN CONSTRUCTING A JOINT BETWEEN LANES OF OPPOSING TRAFFIC, OFFSET JOINT BY SIX INCHES (6") INTO EITHER LANE.
25. CURB JOINTS ARE TO BE TOOL JOINTS EXCEPT FOR EVERY 6TH CONTROL JOINT, WHICH IS TO BE AN EXPANSION JOINT. UTILIZE EXPANSION JOINTS AT ALL JOINTS BETWEEN NEW AND EXISTING CURB-AND-GUTTER.
26. CONCRETE FILLETS ARE TO BE PLACED INTEGRAL WITH ADJACENT CONCRETE CURB..
27. ALL CONCRETE PAVEMENT AND SIDEWALK SURFACES ARE TO BE BROOM FINISHED.

CITY OF MIDLAND, TEXAS
APPROVED
04.17.2026
ENGINEERING
AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE
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APPROVED BY: ALM
DATE: 12/29/2025
JOB: 210122

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GENERAL NOTES

PAVING AND DRAINAGE CONSTRUCTION PLANS
MOCKINGBIRD LANE, PHASE I
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
12/15/2025

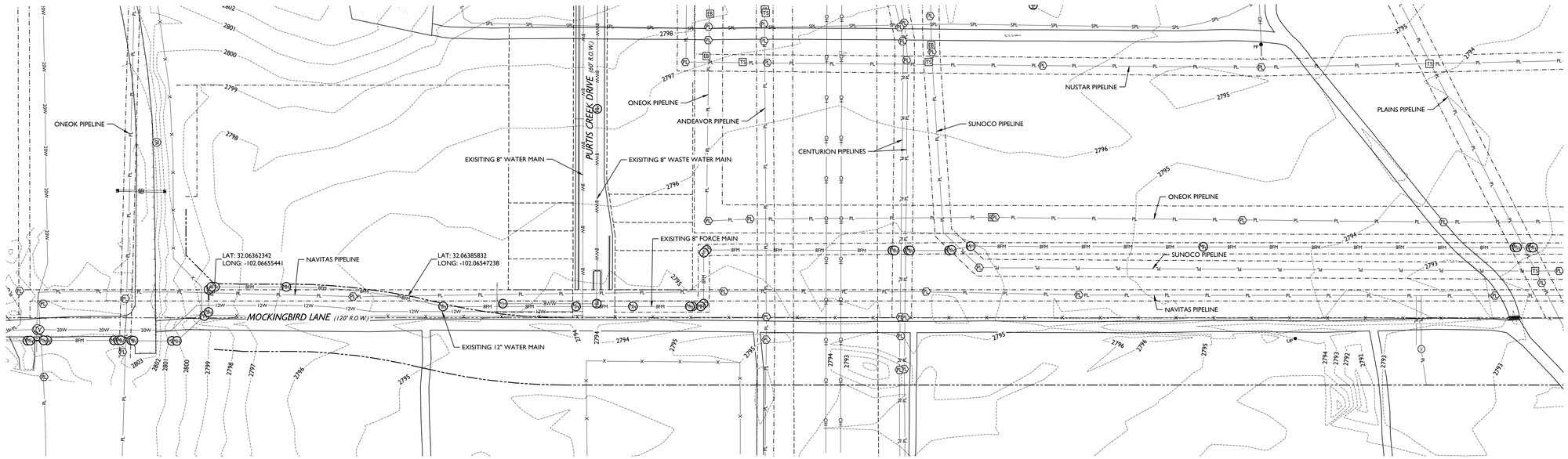
SHEET C121 OF 11

LEGEND

- DENOTES SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "MAVERICK FIRM #1019-4514"
- DENOTES 1/2" IRF, UNLESS OTHERWISE NOTED
- DENOTES POINT OF CURVATURE/INTERSECTION
- DENOTES MAG NAIL FOUND
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING UTILITY POLE
- DENOTES EXISTING SIGN
- DENOTES EXISTING VALVE STUB
- DENOTES EXISTING BATTERY VALVE
- DENOTES EXISTING PIPELINE FLAG
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING PIPELINE TEST STATION
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING OIL WELL (PRODUCING)
- DENOTES EXISTING OIL WELL (PLUGGED AND ABANDONED)
- DENOTES EXISTING REFLECTOR
- DENOTES BOUNDARY LINE
- DENOTES ADJACENT PROPERTY LINE
- DENOTES SECTION LINE
- DENOTES EASEMENT LINE
- DENOTES EXISTING FENCE
- DENOTES EXISTING OVERHEAD ELECTRIC LINE
- DENOTES EXISTING UNDERGROUND PIPELINE
- DENOTES EXISTING SURFACE PIPELINE
- DENOTES EXISTING ATMOS GAS LINE
- DENOTES EXISTING 8" WASTE WATER LINE
- DENOTES EXISTING 12" WATER LINE
- DENOTES EXISTING 8" WATER LINE
- DENOTES EXISTING 8" FORCE MAIN LINE

0' 100' 200' 300'

SCALE 1" = 100'



CITY OF MIDLAND
APPROVED
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04.17.2026

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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STATE OF TEXAS
ANDREW L. MELLEN
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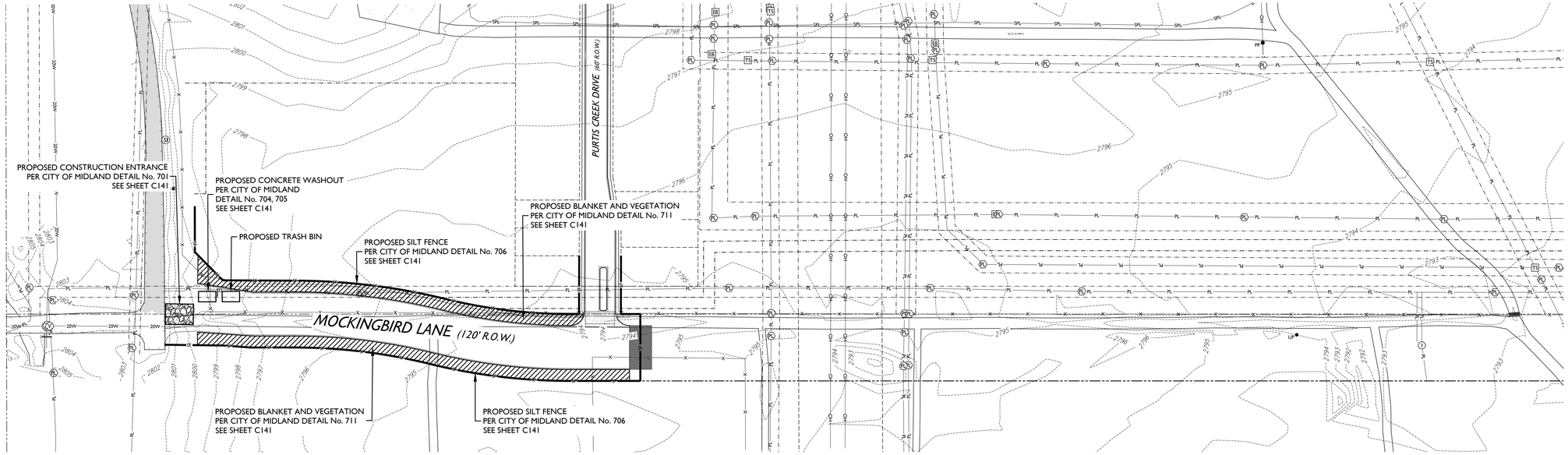
EXISTING SITE TOPOGRAPHY

PAVING AND DRAINAGE CONSTRUCTION PLANS
MOCKINGBIRD LANE, PHASE I
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

SHEET C130 OF 11

P:\2021\210122-BETENBOUGH-BRANDT TRACT\DRAWINGS\CIVIL CONSTRUCTION PLANS\MOCKINGBIRD LANE PHASE 1\210122 C130 EXISTING CONDITIONS.DWG

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GENERAL NOTES:

1). IT IS THE INTENT OF THE INFORMATION PROVIDED ON THIS SHEET AND WITHIN THE SPECIFICATIONS TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER POLLUTION PREVENTION PLAN FOR THIS PROJECT TO ESTABLISH A MINIMUM BASIS OF THE COMPLIANCE WITH TPDES REGULATIONS. THE CONTRACTOR SHALL FILE NOTICE OF INTENT (NOI) TO BE COVERED BY TDPES CONSTRUCTION GENERAL PERMIT, TXR 150000.

2). THE STORM WATER POLLUTION PREVENTION PLAN SHOULD ADDRESS THREE GOALS: TO DIVERT WATER FROM UPSLOPE AREAS AROUND DISTURBED AREAS OF THE SITE, TO LIMIT EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE, AND TO REMOVE SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.

3). THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.

4). THE CONTRACTOR MUST AMEND THE STORM WATER POLLUTION PREVENTION PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. NO CHANGE TO EROSION CONTROL MEASURES SHOWN ON THESE PLANS AND SPECIFICATIONS SHALL BE MADE WITHOUT CONSENT OF OWNER AND ENGINEER.

5). STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY SEVEN DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES. REPAIRS OF INADEQUACIES REVEALED BY THE INSPECTIONS MUST BE IMPLEMENTED WITHIN SEVEN CALENDAR DAYS FOLLOWING THE INSPECTION.

6). AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE MAINTAINED AND MADE PART OF THE PLAN.

7). ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES CONSTRUCTION GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN.

8). THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR, REGULAR COLLECTION OF WASTES, CONVENIENTLY LOCATED WASTE RECEPTACLES, AND DESIGNATING AND CONTROL EQUIPMENT WASHING.

9). THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS, AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF THE LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.

10). AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.

11). THE CONTRACTOR SHALL DESIGNATE MATERIAL AND EQUIPMENT STORAGE AREAS MUTUALLY AGREED TO BY THE OWNER. THE STORAGE AREAS SHALL BE GRADED FOR POSITIVE DRAINAGE AND THE SURFACE STABILIZED WITH A MINIMUM OF TWO INCHES OF CRUSHED ROCK OR GRAVEL. REINFORCED FILTER BARRIER SHALL BE INSTALLED AROUND THE STORAGE AREAS TO PREVENT ANY EROSION FROM LEAVING THE SITE.

12). CONTRACTOR TO COORDINATE WITH CITY OF MIDLAND AND PRIVATE LAND OWNER FOR THE STAGING AREA LOCATION AND DIMENSIONS. AFTER COMPLETION OF PROJECT CONTRACTOR TO RESTORE STAGING AREA TO ITS ORIGINAL OR BETTER CONDITIONS.

BMP CONSTRUCTION NOTES:

1. GRAVEL BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY PROJECT CONSTRUCTION ACTIVITY.

2. PRIOR TO ANY ANTICIPATED RAIN EVENT, GRAVELS BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES. REMOVAL OF SEDIMENT FROM GUTTERS IS TO BE DONE AFTER EVERY RAIN EVENT, OR MORE OFTEN IF DEEMED NECESSARY BY CONTRACTOR, INSPECTOR, OR ENGINEER.

3. LOCATED CONCRETE WASHOUT WITHIN PROJECT AREA AND SHIFT AS NECESSARY FOR CONSTRUCTION ACTIVITY. ALL WASHOUT AND OTHER SPOILS ARE TO BE REMOVED FROM SITE. CONCRETE TRUCKS ARE NEVER TO WASHOUT INTO ON-SITE TRENCHES.

EROSION CONTROL NOTES:

A. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY OTHER PROJECT CONSTRUCTION ACTIVITY.

B. EROSION CONTROL MEASURES MUST BE MAINTAINED BY CONTRACTOR AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES MUST BE MADE BY CONTRACTOR IMMEDIATELY UPON DISCOVERING SUCH REPAIRS ARE NEEDED. EXISTING EROSION CONTROL MEASURES MUST BE INSPECTED BY CONTRACTOR IMMEDIATELY FOLLOWING ANY STORM EVENT.

C. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF THE ENGINEER IF AT ANY TIME THE ENGINEER BELIEVES THE EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE NEEDS OF THE PROJECT SITE.

D. VEGETATION SEEDING AND WATERING:

i. THIS REFERS TO ALL PORTIONS OF PROJECT AREA DISTURBED BY CONSTRUCTION ACTIVITY FOR THIS PROJECT.

ii. REVEGETATE ALL AREAS AND SURFACES DISTURBED BY ANY CONSTRUCTION ACTIVITY THAT ARE SCHEDULED TO REMAIN NATURAL REGARDLESS OF WHETHER OR NOT THEY ARE WITHIN APPROVED PROJECT SITE OR WORK ZONE. NATURAL SURFACES ARE THOSE THAT WILL NOT RECEIVE A LAYER OF PAVEMENT, FLATWORK, STRUCTURE, OR OTHER IMPERVIOUS MATERIAL.

iii. REMOVE TOP SIX INCH (6") LAYER OF VEGETATION AND TOPSOIL EVENLY FOR ENTIRE DISTURBED AREA AND SET ASIDE DURING CONSTRUCTION.

iv. AFTER CONSTRUCTION PLACE SAVED VEGETATION AND TOPSOIL EVENLY ACROSS ENTIRE DISTURBED AREA AND RAKE SMOOTH. ADD ADDITIONAL TOPSOIL MATERIAL OF EQUAL OR BETTER QUALITY THAN ORIGINAL MATERIAL IF NECESSARY TO ACHIEVE A MINIMUM SIX INCH (6.0") TOPSOIL THICKNESS THROUGHOUT.

v. ~~DISK AREAS TO BE SEEDED TO A DEPTH OF FOUR INCHES (4") TO ALLOW GOOD CONTACT BETWEEN SEEDS AND SOIL.~~

vi. UNIFORMLY DISTRIBUTE SEEDS AS HEREIN SPECIFIED ON PLANS AND SPECIFICATIONS.

vii. ~~IN ALL AREAS TO BE DRILL SEEDED, USE A PASTURE OR RANGELAND TYPE DRILL SEED.~~

viii. ~~USE SEPARATE BOXES ON DRILL TO APPLY FERTILIZER TO SEED.~~

ix. BEFORE PLANTING OPERATIONS BEGIN, FURNISH SEED TAGS FROM SEED SUPPLIER. SEED TAGS MUST SHOW PERCENT PURITY, PERCENT GERMINATION, AND DATE SEED WAS HARVESTED. SUBMIT SEED TAGS TO PROJECT ENGINEER FOR VERIFICATION OF APPROPRIATE POUNDS P.L.S./ACRE RATES.

x. SPRAY EVENLY WITH WATER EQUIVALENT TO A MINIMUM UNIFORM WATER VOLUME DEPTH OF 0.2-INCHES (0.2") FOR ENTIRE DISTURBED AREA AT A RATE OF NO LESS THAN ONCE (1) A DATE FOR TEN (10) CONSECUTIVE DAYS AFTER PLACEMENT AND SEEDING.

xi. PROVIDE SEED MIXTURES LISTED AT APPROPRIATE RATES DURING SPECIFIED SEASON:

a) SEED MIX TOTALING 20 LBS P.L.S. / ACRE, WHEN SEEDING BETWEEN OCTOBER AND FEBRUARY:

VARIETY	LBS. P.L.S. / ACRE
RYGRASS (ANNUAL)	8.0
WESTERN WHEATGRASS	2.0
MILLET	2.0
SIDEOATS GRAMA	1.5
KLEINGRASS	1.5
BRISTLEGRASS	1.5
BLUE GRAMA	0.5
BUFFALOGRASS	2.0
GREEN SPRANGLETOP	1.0

b) SEED MIX TOTALING 20 LBS P.L.S. / ACRE, WHEN SEEDING BETWEEN MARCH AND SEPTEMBER:

VARIETY	LBS. P.L.S. / ACRE
MILLET	4.0
SIDEOATS GRAMA	3.0
KLEINGRASS	3.0
BRISTLEGRASS	3.0
BLUE GRAMA	1.0
BUFFALOGRASS	4.0
GREEN SPRANGLETOP	2.0

c) IF SPECIFIED GRASS VARIETY IS NOT AVAILABLE, SUBMIT AVAILABLE SUBSTITUTION TO PROJECT ENGINEER FOR APPROVAL. PERMISSION FOR SUBSTITUTION WILL ONLY BE GRANTED AFTER PROJECT ENGINEER IS SATISFIED THAT SPECIFIED GRASS VARIETIES ARE NOT AVAILABLE.

d) DELIVER ALL FERTILIZER IN BAGS OR CONTAINERS CLEARLY LABELED SHOWING BAG ANALYSIS. PREFERRED ANALYSIS IS 18-3-4. APPLY FERTILIZER AT RATE THAT ACHIEVES NO LESS THAN 100 LBS N_2 / ACRE. APPLY FERTILIZER IN CONJUNCTION WITH SEEDING.

E. CONTRACTOR HAS SOLE RESPONSIBILITY FOR VEGETATING OR STABILIZING TO EXISTING OR BETTER CONDITION ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITY LOCATED OUTSIDE DESIGNATED PROJECT SITE OR APPROVED WORK ZONE AT CONTRACTOR'S SOLE EXPENSE.

LEGEND

- DENOTES SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514"
- DENOTES 1/2" IRF, UNLESS OTHERWISE NOTED
- DENOTES POINT OF CURVATURE/INTERSECTION
- DENOTES MAG NAIL FOUND
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING UTILITY POLE
- DENOTES EXISTING SIGN
- DENOTES EXISTING VALVE STUB
- DENOTES EXISTING BATTERY VALVE
- DENOTES EXISTING PIPELINE FLAG
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING PIPELINE TEST STATION
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING OIL WELL (PRODUCING)
- DENOTES EXISTING OIL WELL (PLUGGED AND ABANDONED)
- DENOTES EXISTING REFLECTOR
- DENOTES BOUNDARY LINE
- DENOTES ADJACENT PROPERTY LINE
- DENOTES SECTION LINE
- DENOTES EASEMENT LINE
- DENOTES EXISTING FENCE
- DENOTES EXISTING OVERHEAD ELECTRIC LINE
- DENOTES EXISTING UNDERGROUND PIPELINE
- DENOTES EXISTING SURFACE PIPELINE
- DENOTES EXISTING ATMOS GAS LINE
- DENOTES EXISTING 8" WASTE WATER LINE
- DENOTES EXISTING 12" WATER LINE
- DENOTES EXISTING 8" WATER LINE
- DENOTES EXISTING 8" FORCE MAIN LINE

0' 100' 200' 300'
SCALE 1" = 100'

CITY OF MIDLAND
APPROVED AS NOTED
ENGINEERING
04.17.2026

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE

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ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194452
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REVISIONS	BY	APPR.	DATE
1	.	.	.

DRAWN BY: CRT
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 12/29/2025
JOB: 210122

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

EROSION CONTROL PLAN

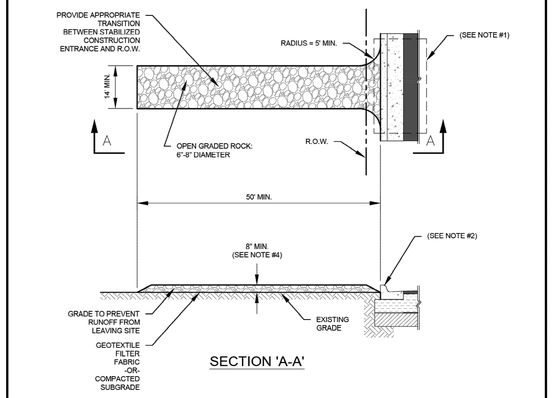
PAVING AND DRAINAGE CONSTRUCTION PLANS
MOCKINGBIRD LANE, PHASE I
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
12/15/2025

SHEET C140 OF 11

F:\2021\210122-BETENBOUGH-LB\ANDT TRACT\DRAWINGS\CIVIL CONSTRUCTION PLANS\MOCKINGBIRD LANE PHASE I\210122 C140 EROSION CONTROL PLAN.DWG

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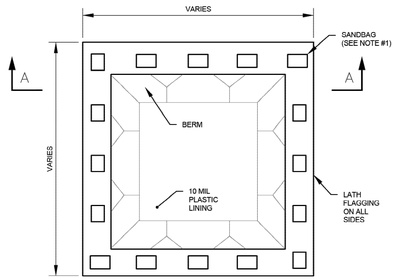


SECTION 'A-A'

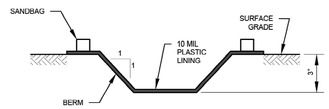
NOTES:

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

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



DEPRESSED WASHOUT

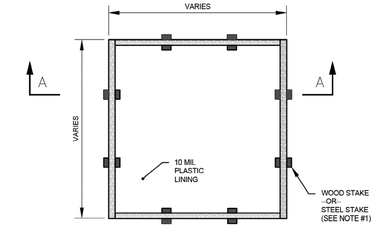


SECTION 'A-A'

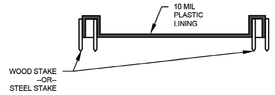
NOTES:

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

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



ELEVATED WASHOUT

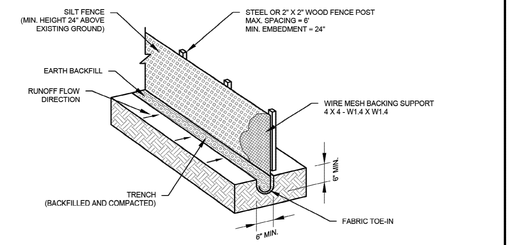


SECTION 'A-A'

NOTES:

1. THIS WASHOUT CONFIGURATION MAY NOT BE USED IN PAVED AREAS.
2. WOOD FRAME IS TO BE EQUAL TO OR BETTER THAN TWO-STACKED 2X12 ROUGH WOOD FRAME.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEERING.

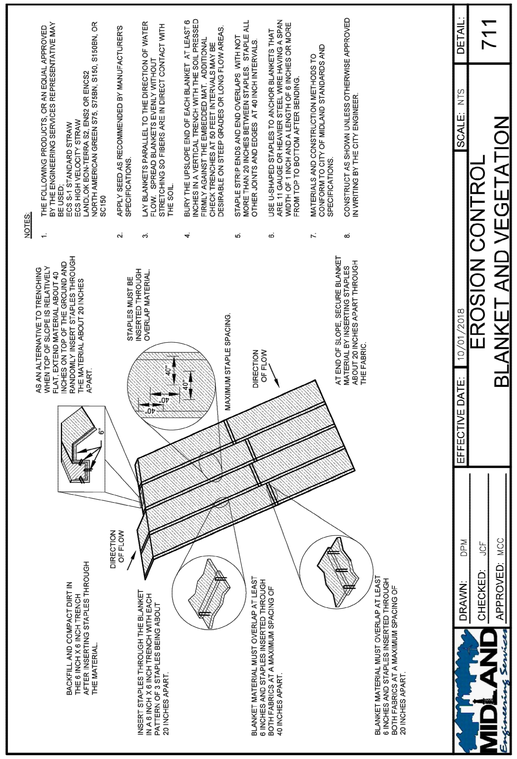
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services	CONCRETE WASHOUT OPTION 2		705



NOTES:

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

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



NOTES:

1. USE FOLLOWING EROSION CONTROL BLANKET, OR AN EQUAL APPROVED BY THE ENGINEERING SERVICES REPRESENTATIVE MAY BE USED:
   - EC3 STANDARD STRAW
   - EC3 HIGH VELOCITY STRAW
   - LANDLOK BONTERRA S2, BYNET OR BYDOS
   - LANDLOK AMERICAN GREEN S150, S150BN, S156BN, OR SC150
2. APPLY SEED AS RECOMMENDED BY MANUFACTURER'S SPECIFICATIONS.
3. LAY BLANKETS PARALLEL TO THE DIRECTION OF WATER FLOW. DO NOT STRETCH BLANKETS TIGHT. ALLOW BLANKETS TO STRETCH NO FIBERS ARE IN DIRECT CONTACT WITH THE SOIL.
4. BURY THE UPSLOPE END OF EACH BLANKET A T LEAST 6 INCHES IN A VERTICAL TRENCH. BACKFILL AND COMPACT SOIL FIRMLY AGAINST THE EMBEDDED MAT. ADDITIONAL CHECK TRENCHES AT 50 FEET INTERVALS MAY BE NECESSARY ON LONG SLOPES OR IN CONCENTRATED FLOW AREAS.
5. STAPLES STRIP ENDS AND END OVERLAPS WITH NOT MORE THAN 20 INCHES BETWEEN STAPLES. STAPLE ALL OTHER JOINTS AND EDGES AT 40 INCH INTERVALS
6. USE U-SHAPED STAPLES TO ANCHOR BLANKETS THAT ARE AT LEAST 6 INCHES WIDE AND 8 INCHES LONG WITH A WIDTH OF 1 INCH AND A LENGTH OF 6 INCHES OR MORE FROM TOP TO BOTTOM AFTER BENDING.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	EROSION CONTROL BLANKET AND VEGETATION		711
APPROVED: MCC			
MIDLAND Engineering Services			

CITY OF MIDLAND
APPROVED
(04.17.2026)
ENGINEERING
AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE
The issuance or granting of this APPROVAL shall not be construed to be an authorization for any violation of any of the provisions of the City of Midland Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City of Midland Code of Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction shall be void. The issuance of a permit based on plans, construction drawings and other data, submitted to the Engineering Services Department shall not prevent the Director of Engineering Services Department from requiring the correction of errors in said construction drawings and other data. The Director of Engineering Services Department is authorized to deny acceptance or use of public improvements found not in accordance with the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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REVISIONS	BY	APPR.	DATE
1	.	.	.

DRAWN BY: CRT
CHECKED BY: ALM
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DATE: 12/29/2025
JOB: 210122

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EROSION CONTROL DETAILS

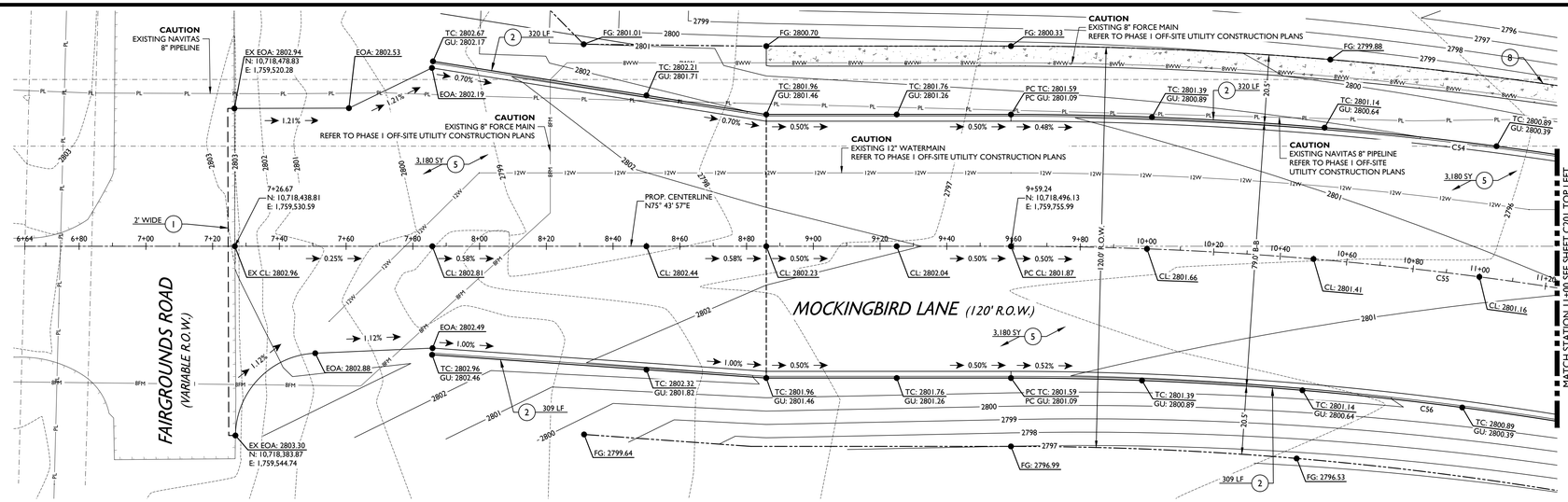
PAVING AND DRAINAGE CONSTRUCTION PLANS
MOCKINGBIRD LANE, PHASE I
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

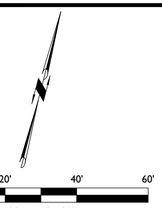
STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
12/15/2025

SHEET C141 OF 11

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P:\2021\210122-BETENBOUGH-BRANDT TRACT\DRAWINGS\CIVIL CONSTRUCTION PLANS\MOCKINGBIRD LANE PHASE I\210122 C141 EROSION CONTROL DETAILS.DWG





LEGEND

◉	DENOTES SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "MAVERICK FIRM #1019-4514"
◎	DENOTES 1/2" IRF, UNLESS OTHERWISE NOTED
○	DENOTES POINT OF CURVATURE/INTERSECTION
⊗	DENOTES MAG NAIL FOUND
PP	DENOTES EXISTING POWER POLE
?	DENOTES EXISTING GUY ANCHOR
UP	DENOTES EXISTING UTILITY POLE
S	DENOTES EXISTING SIGN
V	DENOTES EXISTING VALVE STUB
V	DENOTES EXISTING BATTERY VALVE
F	DENOTES EXISTING PIPELINE FLAG
PM	DENOTES EXISTING PIPELINE MARKER
TS	DENOTES EXISTING PIPELINE TEST STATION
EB	DENOTES EXISTING ELECTRIC BOX
●	DENOTES EXISTING OIL WELL (PRODUCING)
●	DENOTES EXISTING OIL WELL (PLUGGED AND ABANDONED)
⊛	DENOTES EXISTING REFLECTOR
	DENOTES BOUNDARY LINE
	DENOTES ADJACENT PROPERTY LINE
	DENOTES SECTION LINE
	DENOTES EASEMENT LINE
X	DENOTES EXISTING FENCE
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
PL	DENOTES EXISTING UNDERGROUND PIPELINE
SPL	DENOTES EXISTING SURFACE PIPELINE
G	DENOTES EXISTING ATMOS GAS LINE
EX EOA	DENOTES EXISTING EDGE OF ASPHALT GRADE
EX GR	DENOTES EXISTING GRADE
TC	DENOTES TOP OF CURB GRADE
GU	DENOTES GUTTER GRADE
CL	DENOTES CENTER LINE GRADE
EOA	DENOTES EDGE OF ASPHALT GRADE
PC	DENOTES POINT OF CURVATURE
PT	DENOTES POINT OF TANGENCY

GENERAL NOTES:

- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE EPA'S NPDES REGULATIONS 40-CFR-123, AND 40-CFR-123, AND 40-CFR-124 CONCERNING EROSION AND SEDIMENT CONTROL.
- AN APPROVED GRADING AND DRAINAGE PLAN SHALL BE ON THE JOB SITE AT ALL TIMES. DEVIATIONS FROM THE PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
- ALL EMBANKMENT MATERIAL IS TO BE PLACED IN 6.0" THICK COMPACTED LIFTS.

OFF-SITE PAVING CONSTRUCTION NOTES:

TYP. (1.) CONTRACTOR TO DETERMINE AND VERIFY EXACT LOCATION IN FIELD OF CLEAN SAWCUT LINE AND REMOVE UP TO A MAXIMUM OF TWO (2) FEET OF EXISTING ASPHALT. THE EXISTING ASPHALT PAVEMENT REPLACED IS TO MATCH CURRENT SECTION OF EXISTING ROADWAY. CONTRACTOR IS TO CLEANLY TIE INTO EXISTING ASPHALT. CONTRACTOR TO NOTIFY ENGINEER OF RECORD OF ANY DAMAGE OR TIE IN PROBLEMS.

2. CONSTRUCT STANDARD (RAISED LIP) TYPE "A" CURB PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 205 SEE SHEET C300.
3. CONSTRUCT STANDARD FILLETS AND VALLEY GUTTER PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 218(A) & 218(B) SEE SHEET C300.
4. CONSTRUCT 27' WIDE VALLEY GUTTER PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 218(A) & 218(B) SEE SHEET C300.
5. CONSTRUCT STREET CROWN SECTION PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 201 SEE SHEET C300.
6. CONTRACTOR TO ADJUST MANHOLE FRAME AND COVER, WATER VALVE BOX AND COVER TO FINAL GRADE.
7. INSTALL TYPE 3 BARRICADE PER TxDOT DETAIL No. BC(10)-14 SEE SHEET C301.
8. CONSTRUCT 6' SIDEWALK PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS, SIDEWALK TO BE BUILT PER COMMERCIAL PROPERTY PERMIT.
9. CONSTRUCT HANDICAP RAMP PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 231 SEE SHEET C301.

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CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C54	1118.00'	269.31'	268.66'	S 82° 38' 00" W	13°48'07"
C55	1078.50'	259.80'	259.17'	S 82° 38' 00" W	13°48'07"
C56	1039.00'	250.28'	249.68'	S 82° 38' 00" W	13°48'07"

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DRAWN BY: CRT
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DATE: 12/29/2025
JOB: 210122

Know what's below. Call before you dig.

MOCKINGBIRD LANE P&P

PAVING AND DRAINAGE CONSTRUCTION PLANS
MOCKINGBIRD LANE, PHASE I
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
12/15/2025

SHEET **C200** OF 11

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SEE MOCKINGBIRD RIDGE, SECTION 1
PAVING AND DRAINAGE CONSTRUCTION PLANS

MATCH STATION 11+00 SEE SHEET C200 TOP RIGHT

CAUTION
EXISTING 8" FORCE MAIN
REFER TO PHASE I OFF-SITE UTILITY CONSTRUCTION PLANS

CAUTION
EXISTING NAVITAS 8" PIPELINE
REFER TO PHASE I OFF-SITE UTILITY CONSTRUCTION PLANS

CAUTION
EXISTING 8" WASTEWATER MAIN
REFER TO PHASE I OFF-SITE UTILITY CONSTRUCTION PLANS

CAUTION
EXISTING 12" WATERMAIN
REFER TO PHASE I OFF-SITE UTILITY CONSTRUCTION PLANS

CONTRACTOR TO GRADE DOWN @ 4:1 MAX SLOPE

COMMON AREA A

PURTIS CREEK DRIVE (60' R.O.W.)

MOCKINGBIRD LANE (120' R.O.W.)

PROP. CENTERLINE
N75° 43' 57"E

12+19.04
N: 10,718,529.36
E: 1,760,013.03

14+59.81
N: 10,718,560.15
E: 1,760,251.23

15+05.14
N: 10,718,571.33
E: 1,760,295.17

15+65.81
N: 10,718,586.28
E: 1,760,353.96

±3,160 S.F.
INSTALL LOOSE RIP-RAP (BULL ROCK) OR APPROVED EQUAL, D50 = 8" (IN). AREA OF RIP-RAP PER PLAN. CONTRACTOR TO EXCAVATE 1' MINIMUM, INSTALL "DEWITT PRO 5" WEED BARRIER FABRIC OR APPROVED EQUAL, AND BACKFILL WITH SAID RIP-RAP SO THAT TOP OF RIP-RAP IS EVEN WITH PROPOSED GRADE.

0' 20' 40' 60'
SCALE 1" = 20'

LEGEND

- DENOTES SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514"
- DENOTES 1/2" IRF, UNLESS OTHERWISE NOTED
- DENOTES POINT OF CURVATURE/INTERSECTION
- DENOTES MAG NAIL FOUND
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING GUY ANCHOR
- DENOTES EXISTING UTILITY POLE
- DENOTES EXISTING SIGN
- DENOTES EXISTING VALVE STUB
- DENOTES EXISTING BATTERY VALVE
- DENOTES EXISTING PIPELINE FLAG
- DENOTES EXISTING PIPELINE MARKER
- DENOTES EXISTING PIPELINE TEST STATION
- DENOTES EXISTING ELECTRIC BOX
- DENOTES EXISTING OIL WELL (PRODUCING)
- DENOTES EXISTING OIL WELL (PLUGGED AND ABANDONED)
- DENOTES EXISTING REFLECTOR
- DENOTES BOUNDARY LINE
- DENOTES ADJACENT PROPERTY LINE
- DENOTES SECTION LINE
- DENOTES EASEMENT LINE
- DENOTES EXISTING FENCE
- DENOTES EXISTING OVERHEAD ELECTRIC LINE
- DENOTES EXISTING UNDERGROUND PIPELINE
- DENOTES EXISTING SURFACE PIPELINE
- DENOTES EXISTING ATMOS GAS LINE
- EX EOA DENOTES EXISTING EDGE OF ASPHALT GRADE
- EX GR DENOTES EXISTING GRADE
- TC DENOTES TOP OF CURB GRADE
- GU DENOTES GUTTER GRADE
- CL DENOTES CENTER LINE GRADE
- EOA DENOTES EDGE OF ASPHALT GRADE
- PC DENOTES POINT OF CURVATURE
- PT DENOTES POINT OF TANGENCY

PROPOSED GRADE @ LEFT CURB

PROPOSED GRADE @ LEFT CURB
EXISTING GRADE @ CENTER LINE
-0.48% -0.48% -0.52% -0.52% -0.52% -0.25%
STA. 14+86.81 42.5' OFFSET LT GU: 2798.52
STA. 15+30.35 42.5' OFFSET LT GU: 2798.39

CAUTION
EXISTING 12" WATER MAIN
REFER TO PHASE I OFF-SITE UTILITY CONSTRUCTION PLANS

PROPOSED GRADE @ CENTER LINE

PROPOSED GRADE @ CENTER LINE
EXISTING GRADE @ CENTER LINE
-0.50% -0.50% -0.50% -0.25% -0.25%

PROPOSED GRADE @ RIGHT CURB

PROPOSED GRADE @ RIGHT CURB
EXISTING GRADE @ CENTER LINE
-0.52% -0.52% -0.48% -0.48% -0.48% -0.25% -0.25%

HORIZONTAL SCALE 1" = 20' / VERTICAL SCALE 1" = 2'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C50	3.00'	4.70'	4.23'	N 30° 43' 46" E	89°41'53"
C51	3.00'	4.73'	4.25'	S 59° 16' 14" E	90°18'07"
C52	25.00'	39.33'	35.40'	S 59° 11' 37" E	90°08'53"
C53	25.00'	39.21'	35.31'	N 30° 48' 23" E	89°51'07"
C54	1118.00'	269.31'	268.66'	S 82° 38' 00" W	13°48'07"
C55	1078.50'	259.80'	259.17'	S 82° 38' 00" W	13°48'07"
C56	1039.00'	250.28'	249.68'	S 82° 38' 00" W	13°48'07"
C57	960.00'	231.25'	230.70'	N 82° 38' 00" E	13°48'07"
C58	999.50'	240.77'	240.19'	N 82° 38' 00" E	13°48'07"
C59	1039.00'	250.28'	249.68'	N 82° 38' 00" E	13°48'07"

GENERAL NOTES:

- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE EPA'S NPDES REGULATIONS 40-CFR-123, AND 40-CFR-123, AND 40-CFR-124 CONCERNING EROSION AND SEDIMENT CONTROL.
- AN APPROVED GRADING AND DRAINAGE PLAN SHALL BE ON THE JOB SITE AT ALL TIMES. DEVIATIONS FROM THE PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
- ALL EMBANKMENT MATERIAL IS TO BE PLACED IN 6.0" THICK COMPACTED LIFTS.

OFF-SITE PAVING CONSTRUCTION NOTES:

TYP. (1.) CONTRACTOR TO DETERMINE AND VERIFY EXACT LOCATION IN FIELD OF CLEAN SAWCUT LINE AND REMOVE UP TO A MAXIMUM OF TWO (2) FEET OF EXISTING ASPHALT. THE EXISTING ASPHALT PAVEMENT REPLACED IS TO MATCH CURRENT SECTION OF EXISTING ROADWAY. CONTRACTOR IS TO CLEANLY TIE INTO EXISTING ASPHALT. CONTRACTOR TO NOTIFY ENGINEER OF RECORD OF ANY DAMAGE OR TIE IN PROBLEMS.

2. CONSTRUCT STANDARD (RAISED LIP) TYPE "A" CURB PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 205 SEE SHEET C300.
3. CONSTRUCT STANDARD FILLETS AND VALLEY GUTTER PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 218(A) & 218(B) SEE SHEET C300.
4. CONSTRUCT 27' WIDE VALLEY GUTTER PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 218(A) & 218(B) SEE SHEET C300.
5. CONSTRUCT STREET CROWN SECTION PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 201 SEE SHEET C300.
6. CONTRACTOR TO ADJUST MANHOLE FRAME AND COVER, WATER VALVE BOX AND COVER TO FINAL GRADE.
7. INSTALL TYPE 3 BARRICADE PER TxDOT DETAIL No. BC(10)-14 SEE SHEET C301.
8. CONSTRUCT 6' SIDEWALK PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS. SIDEWALK TO BE BUILT PER COMMERCIAL PROPERTY PERMIT.
9. CONSTRUCT HANDICAP RAMP PER CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS DETAIL No. 231 SEE SHEET C301.

CITY OF MIDLAND TEXAS
APPROVED
04.17.2026
ENGINEERING

AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE
The issuance or granting of this APPROVAL shall not be construed to be a permit for, or an approval of, any violation of any provision of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland. The issuance of this APPROVAL shall not prevent the City to violate or cancel the provisions of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland. This APPROVAL shall not be valid. The issuance of this APPROVAL, based on the construction drawings and other data submitted to the Engineering Services Department, shall not prevent the City Engineering Services Department from requiring the correction of errors in the construction drawings and other data. The Director of Engineering Services Department may revoke this APPROVAL in case of any infrastructure where such infrastructure is in violation of the City Code, of any City Ordinance, of the City Standard Details & Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

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SURVEY FIRM #: 10194452
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BY	APPR.	DATE

REVISIONS

DRAWN BY: CRT
CHECKED BY:
APPROVED BY: ALM
DATE: 12/29/2025
JOB: 210122

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

MOCKINGBIRD LANE P&P

PAVING AND DRAINAGE CONSTRUCTION PLANS
MOCKINGBIRD LANE, PHASE I
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
12/15/2025

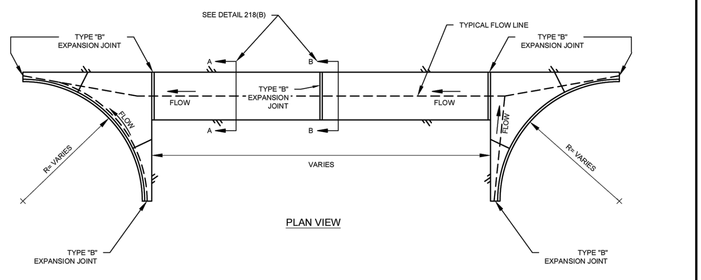
SHEET C201 OF 11

P:\2021\210122.BETENBOUGH-BRANDT TRACT\DRAWINGS\CIVIL CONSTRUCTION PLANS\MOCKINGBIRD LANE PHASE 1\210122 C201 MOCKINGBIRD P&P.DWG

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F:\2021\210122-BETENBOUGH-BRANDT TRACT\DRAWINGS\CIVIL CONSTRUCTION PLANS\MOCKINGBIRD LANE PHASE 1\210122 C300 PAVING DETAILS.DWG

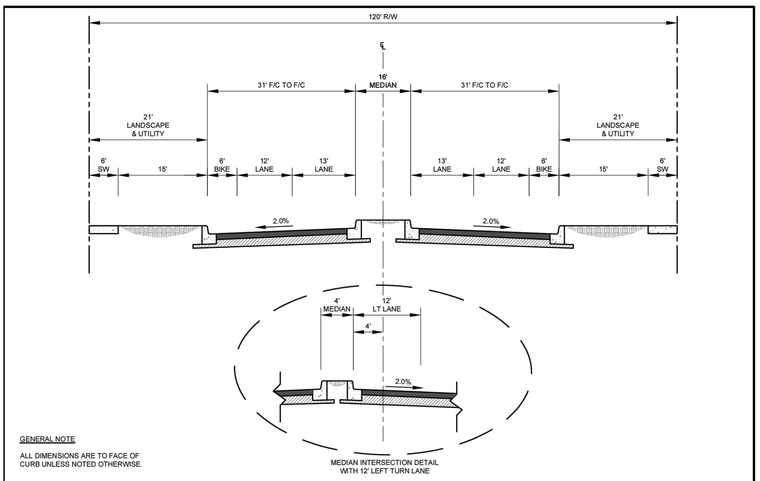


PLAN VIEW

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. CONCRETE FILLET AREA TO BE PLACED WITH INTEGRAL CURB.
3. SEAL ALL CONCRETE JOINTS.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

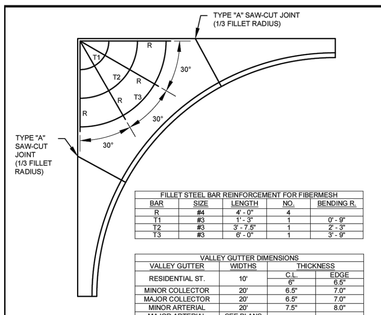
DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	FILLET AND VALLEY GUTTER		218(A)
APPROVED: MCC			



GENERAL NOTE

ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	ROADWAY CROSS SECTION MINOR ARTERIAL		T02
APPROVED: MCC			

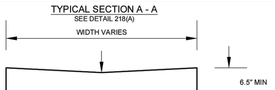


FILLET STEEL BAR REINFORCEMENT FOR FIBERMESH				
BAR	SIZE	LENGTH	NO.	BENDING R.
R	#4	4' - 0"	4	
T1	#3	1' - 3"	1	0" - 9"
T2	#3	3' - 7 9"	1	2" - 3"
T3	#3	6" - 0"	1	3" - 9"

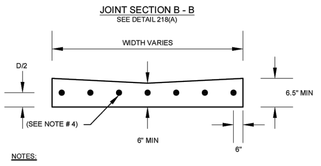
VALLEY GUTTER DIMENSIONS			
VALLEY GUTTER	WIDTHS	THICKNESS	
RESIDENTIAL ST.	10'	C.L. 6"	EDGE 6.5"
MINOR COLLECTOR	20'	6.5"	7.0"
MAJOR COLLECTOR	20'	6.5"	7.0"
MINOR ARTERIAL	20'	7.5"	8.0"
MAJOR ARTERIAL	SEE PLANS		
VALLEY GUTTER WIDTH BASED ON CATEGORY OF STREET BEING CROSSED			

FILLET DIMENSIONS				
BACK OF CURB RADIUS	FILLET AREAS (90°)			CURB LENGTH
	COMPUTING R.	AREA S.F.	AREA S.Y.	L.F.
8	10	21.46	2.38	12.56
12	14	42.06	4.67	18.85
15	17	62.01	6.89	23.56
18	20	85.84	9.54	28.27
20	22	103.86	11.54	31.42
25	27	156.44	17.38	39.27
30	32	218.76	24.42	47.12
35	37	293.79	32.64	54.98
40	42	378.56	42.06	62.83
45	47	474.06	52.67	70.69
50	52	580.28	64.48	78.54

TYPICAL SECTION A - A
SEE DETAIL 218(A)



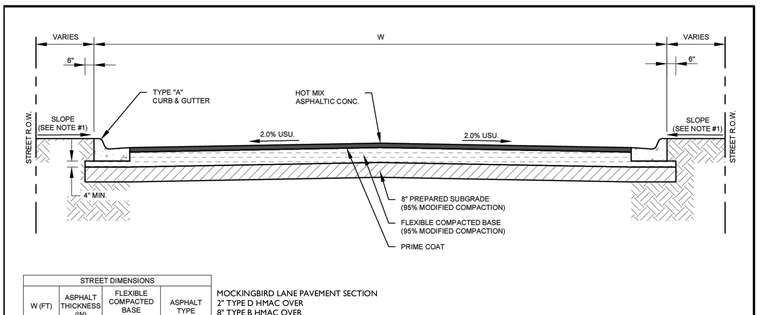
JOINT SECTION B - B
SEE DETAIL 218(A)



NOTES:

1. WHEN FILLET AREA IS TO BE PAVED WITH 8" THICK CONCRETE THE BOTTOM OF THE CURB AND GUTTER WILL BE EXTENDED TO MATCH THE FILLET THICKNESS.
2. USE FIBER REINFORCED CONCRETE THROUGHOUT VALLEY GUTTER.
3. STEEL BAR REINFORCEMENT TO BE USED IN FILLET, BUT NOT IN VALLEY GUTTER. STEEL BAR REINFORCEMENT TO BE PLACED AT THE BOTTOM 1/3 POINT OF SLAB CONCRETE ON GRADE AND TO HAVE A MINIMUM COVER OF 2" WHEN USED.
4. UTILIZE SMOOTH DOWEL RODS CENTERED ON THE VALLEY GUTTER JOINT, EVENLY SPACED AT 12" INTERVALS FOR THE FULL WIDTH OF THE VALLEY GUTTER.
5. SEAL ALL CONCRETE JOINTS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	FILLET AND VALLEY GUTTER		218(B)
APPROVED: MCC			



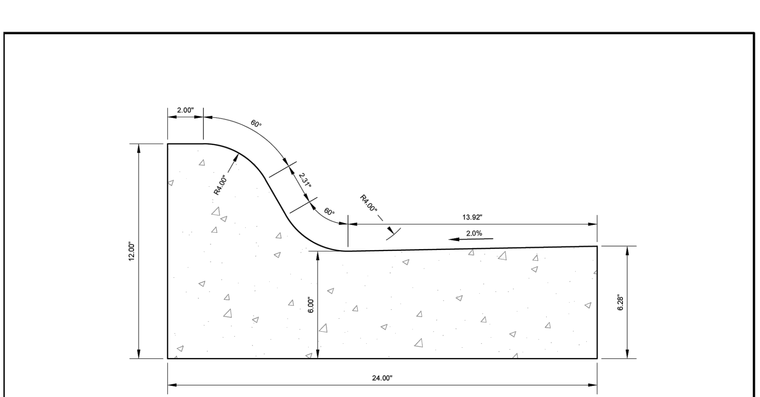
STREET DIMENSIONS			
W (FT)	ASPHALT THICKNESS (IN)	FLEXIBLE COMPACTED BASE THICKNESS (IN)	ASPHALT TYPE
*37	2D	8	TYPE "D"
*41	2D	8	
47	2D & 2C	8	
77	2D & 3C	12	TYPE "D" OVER TYPE "C"
79	2D & 3C	12	
113	2D & 3C	12	
TABLE THICKNESSES SHOWN ARE THE MINIMUM UNLESS OTHERWISE DIRECTED BY THE PLANS.			
* REGARDLESS OF WIDTH, ROADS CLASSIFIED AS COLLECTOR ROADS MUST HAVE 2" TYPE "D" OVER 2" TYPE "C" ASPHALT WITH 8" BASE AND ROADS CLASSIFIED AS ARTERIAL ROADS MUST HAVE 2" TYPE "D" OVER 3" TYPE "C" ASPHALT WITH 12" BASE.			

MOCKINGBIRD LANE PAVEMENT SECTION
2" TYPE D HMAC OVER
8" TYPE B HMAC OVER
6" PREPARED SUBGRADE

NOTES:

1. THE MAXIMUM SLOPE OF 1/4" / FT TO BE MEASURED FROM THE TOP OF CURB AND TO APPLY TO THE FULL WIDTH OF THE AREA BETWEEN THE BACK OF CURB AND THE R.O.W.
2. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 8".
3. WHEN MULTIPLE LAYERS OF ASPHALT ARE PLACED A TACK COAT MUST BE PLACED BETWEEN EACH PAIR OF ASPHALT LAYERS.
4. APPLY TACK COAT TO ALL CONCRETE SURFACES ADJACENT TO ASPHALT SURFACES AND TO ALL EXISTING ASPHALT SURFACES ADJACENT TO NEW ASPHALT SURFACES.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE:	DETAIL:
CHECKED: JCF	STANDARD STREET CROWN CROSS SECTION		201
APPROVED: MCC			



NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPE A STANDARD CURB AND GUTTER		205
APPROVED: MCC			



SHEET C300 OF 11

12/19/2025

ANDREW L. MELLEN 106572 REGISTERED PROFESSIONAL ENGINEER STATE OF TEXAS

PAVING DETAILS

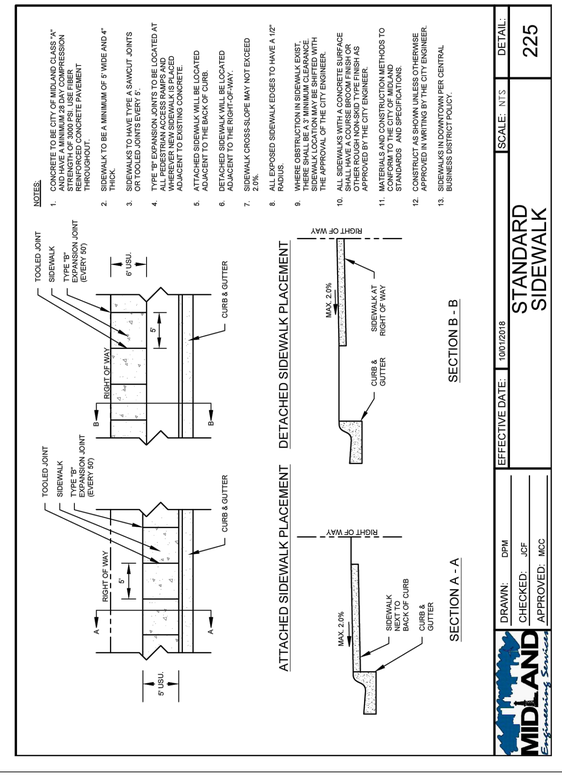
PAVING AND DRAINAGE CONSTRUCTION PLANS
MOCKINGBIRD LANE, PHASE I
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

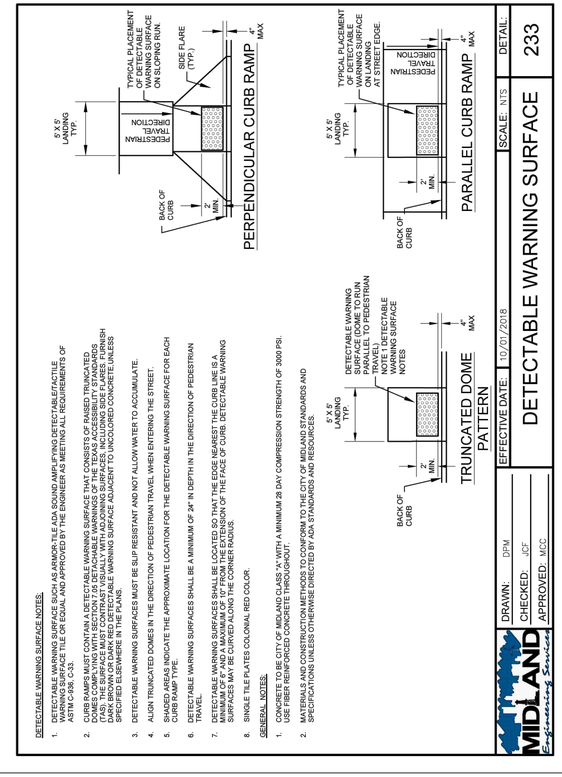
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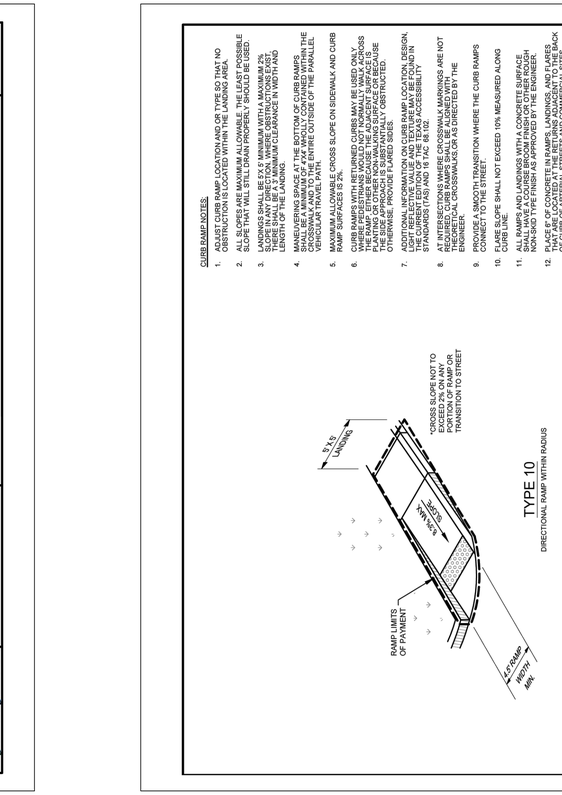
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APPROVED BY: ALM
DATE: 12/29/2025
JOB: 210122

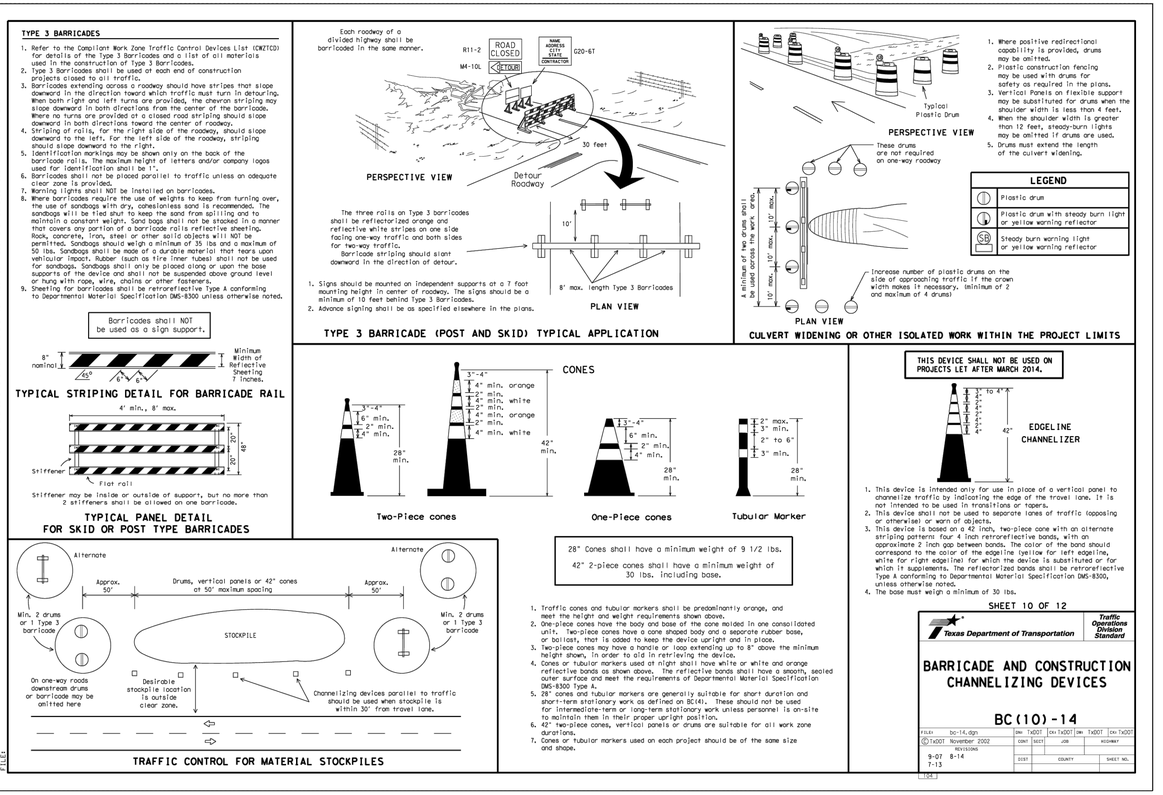
Δ	REVISIONS	BY	APPR.	DATE
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DRAWN BY: CRT
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 12/29/2025
JOB: 210122

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CITY OF MIDLAND APPROVED 04.17.2026 ENGINEERING
AUTHORIZATION TO CONSTRUCT CITY INFRASTRUCTURE
The issuance or granting of this APPROVAL shall not be construed to be a permit for, or approval of, any violation of any provision of the City's ordinances or any other ordinance or adopted policy of the City of Midland jurisdiction. APPROVALS presuming to give authority to violate or cancel the provisions of the City's ordinances or any other ordinance or adopted policy of the City of Midland jurisdiction shall not be valid. The issuance of this APPROVAL based on the submittal of incorrect data or information shall not prevent the Development Services Department and not prevent the Director of Engineering Services Department from requiring the correction of errors in the submittal documents and/or in the field. The Director of Engineering Services Department is authorized to deny acceptance or use of infrastructure where such infrastructure is in violation of the City of Midland's Code of Ordinances, Design Standards and Specifications, or of any other ordinance or adopted policy of the City of Midland jurisdiction.

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER 12/19/2025

SHEET C301 OF 11

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PAVING DETAILS
PAVING AND DRAINAGE CONSTRUCTION PLANS
MOCKINGBIRD LANE, PHASE I
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

Δ	REVISIONS	BY	APPR.	DATE

City Council Meeting

Item Number: 5.
Meeting Date: June 23, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH WELLS FARGO BANK, N.A. TO PROVIDE PRIMARY DEPOSITORY AND BANKING SERVICES FOR THE CITY OF MIDLAND

Purpose:
Resolution authorizing the City Manager to negotiate and execute a contract for Primary Depository/Banking Services for City funds.

Recommended Action:
Approve

Fiscal Impact:
Funds are available in the General Fund operating budget

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
The City Manager approved the issuance of a request for proposals for primary depository/banking services and secondary depository for City funds. Request for proposals were sent to two hundred eighty (280) financial institutions. Nineteen (19) financial institutions viewed the proposal and we received two (2) proposals. The Finance and Audit Committee recommends that the City Manager negotiate and execute a contract with Wells Fargo Bank, N.A. of San Francisco, California for Primary Depository/Banking Services for City funds. Please see the attached memo from Christy Weakland, Chief Financial Officer, for more information.

Attachments:
A. MEMORANDUM wells fargo rfp
B. RESOLUTION - Award RFP - Banking Service - Wells Fargo Reso
C. 26004356 Scoring Summary

Erika Munoz, General Services	Created/Initiated - 6/11/2026
Regina Stephenson, General Services	Approved - 6/11/2026
Christy Weakland, Finance	Approved - 6/12/2026

Linda Ochoa, Legal	Approved - 6/14/2026
Morris Williams, City Manager	Approved - 6/15/2026
Jan Hamilton, City Secretary	Final Approval - 6/16/2026

MEMORANDUM

TO: Tommy Gonzalez, City Manager

FROM: Christy Weakland, Chief Financial Officer

SUBJECT: Banking Services RFP Evaluation and Recommendation

BACKGROUND

The City issued a Request for Proposals (RFP) for Banking Services to ensure continued access to high-quality treasury and banking services while evaluating current market offerings and pricing. The solicitation was conducted in accordance with the City's procurement policies and attracted proposals from two qualified financial institutions.

A committee evaluated each proposal using criteria established in the RFP, including banking service costs, responsiveness and ability to provide required services, earnings potential, experience and continuity of service, and financial strength.

Both respondents demonstrated the ability to meet the City's banking requirements. However, Wells Fargo received the highest overall evaluation score and was determined to provide the best overall value for the City.

The most significant distinction between the proposals was the financial benefit offered to the City. Wells Fargo's proposal provided substantially lower net banking costs and higher earnings potential, resulting in an effective cost that was nearly 50 percent lower than the competing proposal. In addition, Wells Fargo demonstrated strong operational capabilities, financial stability, and continuity of banking services that will minimize implementation risk and operational disruption.

RECOMMENDATION

Based on the evaluation results, staff recommend award of the Banking Services Agreement to Wells Fargo Bank.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH WELLS FARGO BANK, N.A. TO PROVIDE PRIMARY DEPOSITORY AND BANKING SERVICES FOR THE CITY OF MIDLAND

WHEREAS, a request for proposals was advertised to provide for the selection of a bank to perform as the primary depository for the investment of City funds and the source of banking services; and

WHEREAS, the City Council finds it to be in the public interest to select Wells Fargo Bank, N.A. to provide primary depository and banking services; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to negotiate and execute, on behalf of the City of Midland, a contract with Wells Fargo Bank, N.A. for the performance of said primary depository and banking services;

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

THAT the City Manager is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, a contract with Wells Fargo Bank, N.A. for the performance of said primary depository and banking services. Funds are available in the General Fund operating budget.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2026, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Christy Weakland, Chief Financial Officer / Director of Finance

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

26004356 Banking Services RFP
Bid Opening: June 3, 2026

		Wells Fargo		Frost	
		score	**weighted**	**score**	**weighted**
1	Banking service costs 25%	100	25.0000	70	17.5000
2	Responsiveness and ability to provide services required 25%	100	25.0000	100	25.0000
3	Earnings potential and funds availability 20%	100	20.0000	90	18.0000
4	Experience and continuity of bank and bank officials 15%	100	15.0000	80	12.0000
5	creditworthiness of the bank 15%	100	15.0000	95	14.2500
			100.0000		86.7500

Bid Summary

280 Bids were Issued
19 Document Takers
0 No bids were received
2 Bids listed above
278 Bidders did not respond

City Council Meeting

Item Number: 6.
Meeting Date: June 23, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING THE SELECTION OF ATLAS TECHNICAL CONSULTANTS, LLC, BEYOND ENGINEERING AND TESTING, LLC, AND CENTURION PLANNING AND DESIGN, LLC TO ASSIST THE ENGINEERING SERVICES DEPARTMENT WITH GEOTECHNICAL AND CONSTRUCTION MATERIALS TESTING BY PROVIDING PROFESSIONAL ENGINEERING SERVICES AND OTHER SERVICES IN CONNECTION THEREWITH ON AN AS-NEEDED BASIS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH EACH FIRM; PROVIDING THAT EACH AGREEMENT SHALL BE FOR A TERM NOT TO EXCEED THREE YEARS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF TASK ORDERS IN ACCORDANCE WITH SUCH AGREEMENTS; PROVIDING THAT THE PAYMENT FOR EACH TASK ORDER EXECUTED IN ACCORDANCE WITH SUCH AN AGREEMENT SHALL NOT EXCEED $150,000.00; PROVIDING THAT THE TOTAL COST TO THE CITY FOR ALL TASK ORDERS EXECUTED EACH YEAR IN ACCORDANCE WITH EACH AGREEMENT SHALL NOT EXCEED $300,000.00 PER AGREEMENT PER YEAR; AND AUTHORIZING PAYMENT

Purpose:
Resolution selecting three (3) engineering firms to provide on-call engineering professional services for the Geotechnical and Construction Material Testing on an as needed basis for the Engineering Services Department.

Recommended Action:
Approve

Fiscal Impact:
Funding is not required at this time.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
The City Manager's Office approved the issuance and advertisement of a request for qualifications for professional services for up to three (3) engineering firms to provide on-call

engineering professional services for Geotechnical and Construction Material Testing on an as needed basis for the Engineering Services Department. Six hundred nineteen (619) request for qualifications were issued. We received ten (10) statements of qualifications. Staff recommends selecting Atlas Technical Consultants LLC, Beyond Engineering and Testing LLC, and Centurion Planning and Design LLC and entering into an agreement with each firm to provide these services. Please see the attached memo, from Bobby Wojciechowski, Assistant Director of Engineering Services, for additional information.

Therefore, please consider a resolution selecting three (3) engineering firms to provide on-call engineering professional services for Geotechnical and Construction Material Testing on an as needed basis.

Attachments:

A. Support - Award PSA for Construction Material Testing Services
B. RESOLUTION - Award PSAs for On-Call Materials Testing Services - Three Firms Reso
C. Scoring Summary-26004359 Geotechnical and Construction Material Testing
D. 01-Atlas Technical Contruction LLC
E. 02-Beyond Engineering & Testing
F. 03-Centurion Planning & Design LLC

Erika Munoz, General Services	Created/Initiated - 6/11/2026
Regina Stephenson, General Services	Approved - 6/11/2026
Christy Weakland, Finance	Approved - 6/12/2026
Linda Ochoa, Legal	Approved - 6/14/2026
Morris Williams, City Manager	Approved - 6/15/2026
Jose Ortiz, City Manager	Approved - 6/15/2026
Jan Hamilton, City Secretary	Final Approval - 6/16/2026

INTEROFFICE MEMORANDUM

TO: Regina Stephenson, Director of General Services

FROM: Bobby Wojciechowski, Assistant Director of Engineering Services

SUBJECT: Professional Services Agreement for Multiple Projects for Construction Material Testing Services

DATE: 6/9/2026 **COUNCIL MEETING DATE:** 7/21/2026

Please carry a council agenda to obtain approval for us to enter PSAs for construction material testing services for city-wide construction projects for Engineering Services. The contracts will be task order style as used currently for us. This contract would be available for use by multiple departments to ensure quality materials and construction methods are used in the City's construction projects.

The three firms, selected according to their qualifications are: Atlas Technical Consultants, Beyond Engineering and Testing, and Centurion Planning and Design. (Firms list in alphabetical order)

Each of the three firms will be considered pre-qualified status to enter into a task order contract as engineering work is needed by the City. Funds to pay the firms will be determined at the time of issuance of the task order.

Let me know if you have any questions.

cc: Carl Craigo, P.E.
Erika Munoz
Natalie Burgard

RESOLUTION NO. _____

RESOLUTION APPROVING THE SELECTION OF ATLAS TECHNICAL CONSULTANTS, LLC, BEYOND ENGINEERING AND TESTING, LLC, AND CENTURION PLANNING AND DESIGN, LLC TO ASSIST THE ENGINEERING SERVICES DEPARTMENT WITH GEOTECHNICAL AND CONSTRUCTION MATERIALS TESTING BY PROVIDING PROFESSIONAL ENGINEERING SERVICES AND OTHER SERVICES IN CONNECTION THEREWITH ON AN AS-NEEDED BASIS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH EACH FIRM; PROVIDING THAT EACH AGREEMENT SHALL BE FOR A TERM NOT TO EXCEED THREE YEARS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF TASK ORDERS IN ACCORDANCE WITH SUCH AGREEMENTS; PROVIDING THAT THE PAYMENT FOR EACH TASK ORDER EXECUTED IN ACCORDANCE WITH SUCH AN AGREEMENT SHALL NOT EXCEED $150,000.00; PROVIDING THAT THE TOTAL COST TO THE CITY FOR ALL TASK ORDERS EXECUTED EACH YEAR IN ACCORDANCE WITH EACH AGREEMENT SHALL NOT EXCEED $300,000.00 PER AGREEMENT PER YEAR; AND AUTHORIZING PAYMENT

WHEREAS, the City of Midland advertised a Request for Qualifications for firms to assist the Engineering Services Department with geotechnical and construction materials testing by providing professional engineering services and other services in connection therewith on an as-needed basis (the "Professional Services"); and

WHEREAS, the firms identified in Section One hereof have agreed to perform said Professional Services; and

WHEREAS, the City Council finds that the firms identified in Section One hereof are qualified to perform said Professional Services; and

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

WHEREAS, the City Council finds that the firms identified in Section One hereof provide the Professional Services for a fair and reasonable price; and

WHEREAS, the City Council finds it to be in the public interest to approve the selection of the firms identified in Section One hereof as the most highly qualified providers of said Professional Services based on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the Professional Services;

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

SECTION ONE. That the selection of Atlas Technical Consultants, LLC, Beyond Engineering and Testing, LLC, and Centurion Planning and Design, LLC to provide the Professional Services is hereby approved.

SECTION TWO. That the City Manager or the City Manager's designee is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, a professional services agreement with each firm identified in Section One hereof for said Professional Services; provided, however, that each said agreement (1) shall be for a term not to exceed three years, (2) shall provide for the execution of task orders, the cost to the City for each such task order not exceeding $150,000.00, and (3) shall provide that the total cost to the City for all task orders executed each year in accordance with such agreement shall not exceed $300,000.00. Each said agreement shall be maintained on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION THREE. That the City Manager or the City Manager's designee is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, task orders in accordance with said professional services agreements; provided, however, (1) that the payment from the City for each task order shall not exceed $150,000.00 and (2) that the total cost to the City for all task orders executed each year in accordance with each agreement shall not exceed $300,000.00 per agreement per year.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay for all work performed under professional services agreements and task orders executed in accordance with this resolution, pursuant to the terms of said professional

services agreements and task orders upon receipt of proper invoices or statements approved by the City Manager or the City Manager's designee.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2026, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Gabe McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

26004359 Geotechnical and Construction Material Testing

Scoring Summary

	Total	Firm Experience & Capability	Quality of Comparable Work	Quality/Organization of Proposal	Ability to produce a Quality Work Product	Methodology
Supplier	/ 100 pts	/ 25 pts	/ 25 pts	/ 20 pts	/ 15 pts	/ 15 pts
Beyond Engineering and Testing, LLC	95.2	23.8	24	18.8	14.4	14.2
Atlas Technical Consultants LLC	93.6	23.6	23	18.8	14	14.2
Centurion Planning & Design, LLC	92.2	23.4	22.2	17.6	14.4	14.6
HVJ Associates, Inc.	85.8	21.6	20.6	17.8	12.6	13.2
Terracon Consultants, Inc.	85.6	22.8	21.8	16.6	12.2	12.2
ECS Southwest, LLP	83	20	19.4	17.4	13	13.2
Millennium Engineers Group	75.4	19.4	17.8	14.4	10.6	13.2
Intertek-PSI	73.4	19.4	18	13.6	10.8	11.6
Magrym Consulting, Inc.	71.4	17.4	15.8	16.2	10.4	11.6
SKG Engineering	58.25	15.25	13.25	10.75	9.5	9.5

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS
26004359-01 Geotechnical and Construction Material Testing

THIS AGREEMENT is made and effective the 24 day of June 2026, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Atlas Technical Consultants LLC hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services and services provided in connection therewith on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional.

COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $150,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed $300,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The Initial term of this Agreement shall be three (3) years. CITY shall have the right to extend the term of this Agreement for two (2) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the Agreement without penalty to CITY. COMPANY has no expectation and has received no

guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

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

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

All reports, information and other data ("instruments of service"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

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

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

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

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

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

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

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY'S insurance provider not later than thirty (30)

days prior to any reduction or termination of such coverage.

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

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

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

ARTICLE X. ATTORNEY FEES

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

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of

this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

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

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

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

If to COMPANY: Atlas Technical Consultants LLC
2917 W Industrial Ave
Midland, Texas 79701

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been

contained herein.

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

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

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

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

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

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

regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. PROMPT PAY ACT - CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

K. Compliance. – COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

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

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

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

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

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

or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

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

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

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

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Atlas Technical Consultants 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

EXAMPLE

TASK ORDER NO. _

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20___, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ___
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20___.

CITY OF MIDLAND, TEXAS		_____	
"CITY"		"COMPANY"	
BY:	_____	BY:	_____
NAME:	Tommy Gonzalez	NAME:	_____
TITLE:	City Manager	TITLE:	_____
ADDRESS:	P.O. Box 1152 Midland, TX 79702	ADDRESS:	_____ _____

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS
26004359-02 Geotechnical and Construction Material Testing

THIS AGREEMENT is made and effective the 24 day of June 2026, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Beyond Engineering & Testing LLC hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services and services provided in connection therewith on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform professional engineering services and services provided in connection therewith for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. This Agreement shall apply to as many projects as CITY and COMPANY agree will be performed under the terms and conditions of this Agreement.
2. Each project that COMPANY performs for CITY hereunder shall be designated by a "Task Order." A Task Order shall be in the form of that attached hereto and incorporated herein as Exhibit "A" or a form substantially similar thereto. No Task Order shall be binding or enforceable unless and until it has been properly executed by both CITY and COMPANY. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
3. COMPANY shall provide those services described in each properly executed Task Order.
4. COMPANY shall perform said services (1) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional.

COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform said services.

5. In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control except to the extent that the terms of the Task Order conflict with Article III below.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY for said professional services in accordance with Part 5 of each Task Order; provided, however, (1) that the payment from CITY to COMPANY for each Task Order shall not exceed $150,000.00 and (2) that the total cost to CITY for all Task Orders executed by CITY and COMPANY each year in accordance with this Agreement shall not exceed $300,000.00 per year. COMPANY shall provide to CITY a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in the Task Order incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The Initial term of this Agreement shall be three (3) years. CITY shall have the right to extend the term of this Agreement for two (2) additional one (1) year periods by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to COMPANY. The parties to this Agreement understand and agree that it is in CITY'S sole discretion to cancel the Agreement during the term of the Agreement without penalty to CITY. COMPANY has no expectation and has received no

guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

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

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

All reports, information and other data ("instruments of service"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

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

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

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
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The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

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

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

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Agreement, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY'S insurance provider not later than thirty (30)

days prior to any reduction or termination of such coverage.

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

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

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

ARTICLE X. ATTORNEY FEES

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

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of

this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

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

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

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

If to COMPANY: Beyond Engineering & Testing LLC
3011- B South County Rd 1260
Midland TX 79706

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

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

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

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply

with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. PROMPT PAY ACT - CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

K. Compliance. – COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

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

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

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

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

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code §

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

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

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

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

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

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

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Beyond Engineering & Testing 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

EXAMPLE

TASK ORDER NO. _

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20___, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ___
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20___.

CITY OF MIDLAND, TEXAS		_____	
"CITY"		"COMPANY"	
BY:	_____	BY:	_____
NAME:	Tommy Gonzalez	NAME:	_____
TITLE:	City Manager	TITLE:	_____
ADDRESS:	P.O. Box 1152 Midland, TX 79702	ADDRESS:	_____ _____

PROFESSIONAL SERVICES AGREEMENT FOR MULTIPLE PROJECTS
26004359-03 Geotechnical and Construction Material Testing

THIS AGREEMENT is made and effective the 24 day of June 2026, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Centurion Planning & Design LLC hereinafter referred to as "COMPANY."

WHEREAS, CITY desires to retain COMPANY, a professional engineering firm, to provide professional engineering services and services provided in connection therewith on one or more projects in which the CITY is involved; and

WHEREAS, COMPANY desires to provide such services on such projects as may be agreed from time to time by the parties;

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

ARTICLE X. ATTORNEY FEES

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

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of

this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

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

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

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

If to COMPANY: Centurion Planning & Design LLC
19 W. Beauregard Ave.
San Angelo, TX 76903

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity,

illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

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

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

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply

with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. PROMPT PAY ACT - CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

K. Compliance. – COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

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

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

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

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

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code §

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

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

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

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

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

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

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Centurion Planning & Design LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

EXAMPLE

TASK ORDER NO. _

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and _____ ("COMPANY"), dated _____, 20___, ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: ___
PROJECT NAME: _____

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:

PART 3.0 CITY'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO COMPANY:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20___.

CITY OF MIDLAND, TEXAS		_____	
"CITY"		"COMPANY"	
BY:	_____	BY:	_____
NAME:	Tommy Gonzalez	NAME:	_____
TITLE:	City Manager	TITLE:	_____
ADDRESS:	P.O. Box 1152 Midland, TX 79702	ADDRESS:	_____ _____

City Council Meeting

Item Number: 7.
Meeting Date: June 23, 2026
To: City Council
From: Gorgees Eskander, Chief Information Officer
Subject: **RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-023; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5329201 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 2 – ASSESSMENT AND EVALUATION) FOR GRANT FUNDS TOTALING $26,800.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE CYBERSECURITY PENETRATION TEST PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $6,700.00; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER; AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT**

Purpose:
Authorize the submission of a FY2026 State and Local Cybersecurity Grant Program application to support a cybersecurity penetration test project.

Recommended Action:
Approve

Fiscal Impact:
Upon receipt of grant award, funds will be appropriated to a grant project for said purpose

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
This item supersedes and replaces Resolution 2025-023 and authorizes submission of Application No. 5329201 to the Office of the Governor under SLCGP Objective 2 – Assessment and Evaluation. If awarded, the City would receive $26,800 in grant funds for a Cybersecurity Penetration Test Project, with a required local match of $6,700 from the FY2026 Tech Fund.

The project will help evaluate the City's cybersecurity posture by identifying vulnerabilities and areas for improvement before they can be exploited.

Attachments:

A. RESOLUTION - FY2026 SLCGP_Objective 2 (Assessment and Evaluation) [Amend] Reso
B. Award Information 5329201 6.11.26

Gorgees Eskander, IT	Created/Initiated - 6/4/2026
Gorgees Eskander, IT	Approved - 6/4/2026
Christy Weakland, Finance	Approved - 6/11/2026
Michele Hagemann, Strategic Partnerships Office	Approved - 6/11/2026
Linda Ochoa, Legal	Approved - 6/15/2026
Morris Williams, City Manager	Approved - 6/16/2026
Jan Hamilton, City Secretary	Final Approval - 6/16/2026

RESOLUTION NO. _____

RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-023; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5329201 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 2 – ASSESSMENT AND EVALUATION) FOR GRANT FUNDS TOTALING $26,800.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE CYBERSECURITY PENETRATION TEST PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $6,700.00; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER; AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT

WHEREAS, the Office of the Governor has announced the availability of grant funds through the Fiscal Year 2026 State and Local Cybersecurity Grant Program (Objective 2 – Assessment and Evaluation); and

WHEREAS, the Information Technology Services Department wishes to submit Application No. 5329201 for $26,800.00 in grant funds for the Cybersecurity Penetration Test Project; and

WHEREAS, the receipt of said grant funds is conditioned upon the City's approval of local matching funds in the amount of $6,700.00, and the City's compliance with all grant conditions and requirements; and

WHEREAS, the City Council agrees that in the event of loss or misuse of grant funds, the City Council assures that funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council finds it to be in the public interest to authorize the submission of Application No. 5329201 for said grant funds; and

WHEREAS, the City Council finds it to be in the public interest to designate the City Comptroller as the Authorized Official representing the City for purposes related to

Application No.5329201; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official to execute all necessary documents to accept, deny, or modify all aspects of the grant;

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

SECTION ONE. That the City of Midland is hereby authorized to submit Application No. 5329201 to the Office of the Governor for the Fiscal Year 2026 State and Local Cybersecurity Grant Program (Objective 2 – Assessment and Evaluation) for grant funding in the amount of $26,800.00. If awarded, said grant funds shall be used for the Cybersecurity Penetration Test Project.

SECTION TWO. That local matching funds in the amount of $6,700.00 are hereby approved and shall be available in the FY 2026 operating budget of the Tech Fund.

SECTION THREE. That in the event of loss or misuse of grant funds, the funds will be returned to the Office of the Governor in full.

SECTION FOUR. That the City Comptroller is hereby designated as the Authorized Official representing the City for purposes of Application No. 5329201.

SECTION FIVE. That the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official are hereby authorized to execute all necessary documents to accept, deny, or modify all aspects of the grant.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2026, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Michele Hagemann, Grant Writer

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	5329201	**Award Amount:**	$28,800.00
Date Awarded:	12/12/2025	**Grantee Cash Match:**	$8,000.00
Grant Period:	01/01/2026 - 12/31/2026	**Grantee In Kind Match:**	$0.00
Liquidation Date:	03/31/2027	**Grantee GPI:**	$0.00
Program Fund:	CY-State and Local Cybersecurity Grant Program	**Total Project Cost:**	$36,800.00
Grantee Name:	Midland, City of		
Project Title:	Cybersecurity Penetration Test		
Grant Manager:	Marvin Alcorn		
Unique Entity Identifier (UEI):	CPZ1T3B85A64		

CFDA:	97.137 - State and Local Cybersecurity Grant Program
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	12/18/2023
Federal/State Award ID Number:	EMW-2023-CY-00026
Total Federal Award/State Funds Appropriated:	$17,418,110.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of the State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk.

Agency Name: Midland, City of
Project Title: Cybersecurity Penetration Test
Current Grant Manager: Marvin Alcorn
Grant/App: 5329201
Status: Active Grant [FUND HOLD] [VENDOR HOLD]
Current Program Manager: Alyssa Smith
Original Award: $28,800.00
Start Date: 1/1/2026
End Date: 12/31/2026
Liquidation Date: 3/31/2027
Fund Source: CY-State and Local Cybersecurity Grant Program
Current Budget: $26,800.00
Current Award: $26,800.00
CFDA: 97.137
OOG Solicitation: State and Local Cybersecurity Grant Program - Assessment and Evaluation Announcement

PROJECT ADJUSTMENT

View Introduction

View Instructions

Grant Financial Status

Current Award Amount: $26,800.00

Total Unexpended Balance to Date: $26,800.00

Total Cash On Hand to Date: $0.00

Total Reimbursement(s) and Advance Payment Request(s) Paid to Date: $0.00

Total Expenditures Reported to Date: $0.00

Budget Summary Totals

OOG Funds:	Cash Match:	In Kind Match:	GPI:	Total Project:
$26,800.00	$6,700.00	$0.00	$0.00	$33,500.00

Grant Adjustment History

Adjustment Status	Date Created	Date Certified	Date Approved	Grant End Date	Award Amount	Description
Approved	5/1/2026	5/1/2026	05/19/2026	12/31/2026	$26,800.00	We are updating the budget and milestones.

Grant Adjustment Information

Date Grant Adjustment Created: 5/1/2026 9:54:05 AM

Status of Grant Adjustment: APPROVE

Description of Grant Adjustment:
We are updating the budget and milestones.

View Grant Adjustment Detail

Category	GrantFinancialDescription - New and Previous Text	OOG Funds - New, Previous, and Changed Amounts	Cash Match - New, Previous, and Changed Amounts	InKind Match - New, Previous, and Changed Amounts	GPI Match - New, Previous, and Changed Amounts	Unit - New, Previous, and Changed Amounts
Contractual and Professional Services	**Consultant (Organization)** The City will contract with Black Hills Information Security to complete annual penetration testing and provide detailed findings, data results, and recommendations. The service will include an Assumed Compromise, Command and Control, and Data Exfiltration Detection assessment to evaluate the City's ability to detect C2C activity and attempted data exfiltration. The flat-rate cost is $33,500, and includes approximately 10 days of active tester time plus 2.5 days of overhead for coordination and reporting that will be done within the grant period. **Consultant (Organization)** Contracting consultant to compete annual penetration testing and provide data results. Contractor TBD. Flat-rate estimate of $40,000 based on average cost from multiple vendor quotes for a C2C and Data Exfiltration Detection penetration test.	$26,800.00 $28,800.00 ($2,000.00)	$6,700.00 $8,000.00 ($1,300.00)	$0.00 $0.00 $0.00	$0.00 $0.00 $0.00	0 0 0

View Grant Adjustment By Budget Category

Category	OOG Funds - New, Previous, and Changed Amounts	Cash Match - New, Previous, and Changed Amounts	InKind Match - New, Previous, and Changed Amounts	GPI Match - New, Previous, and Changed Amounts

City Council Meeting

Item Number: 8.
Meeting Date: June 23, 2026
To: City Council
From: Gorgees Eskander, Chief Information Officer
Subject: **RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-022; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5362101 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 3 – MITIGATION) FOR GRANT FUNDS TOTALING $49,120.25; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE IMPLEMENTING NINJAONE ENDPOINT VULNERABILITY AND PATCH MANAGEMENT PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $12,280.06; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER; AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT**

Purpose:
Authorize the submission of a FY2026 State and Local Cybersecurity Grant Program application to support endpoint vulnerability and patch management.

Recommended Action:
Approve

Fiscal Impact:
Upon receipt of grant award, funds will be appropriated to a grant project for said purpose

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
This item supersedes and replaces Resolution 2025-022 and authorizes submission of Application No. 5362101 to the Office of the Governor under SLCGP Objective 3 – Mitigation. If awarded, the City would receive $49,120.25 in grant funds for the implementation of NinjaOne endpoint vulnerability and patch management, with a required local match of $12,280.06 from

the FY2026 Tech Fund. The project will strengthen the City's ability to identify, prioritize, and remediate endpoint vulnerabilities across City systems.

Attachments:

A. RESOLUTION - FY2026 SLCGP_Objective 3 (Mitigation) [Amend] Reso
B. Award Information 5326101_6.11.26

Gorgees Eskander, IT	Created/Initiated - 6/4/2026
Gorgees Eskander, IT	Approved - 6/4/2026
Christy Weakland, Finance	Approved - 6/11/2026
Michele Hagemann, Strategic Partnerships Office	Approved - 6/11/2026
Linda Ochoa, Legal	Approved - 6/15/2026
Morris Williams, City Manager	Approved - 6/16/2026
Jan Hamilton, City Secretary	Final Approval - 6/16/2026

RESOLUTION NO. _____

RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-022; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5362101 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 3 – MITIGATION) FOR GRANT FUNDS TOTALING $49,120.25; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE IMPLEMENTING NINJAONE ENDPOINT VULNERABILITY AND PATCH MANAGEMENT PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $12,280.06; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER; AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT

WHEREAS, the Office of the Governor has announced the availability of grant funds through the Fiscal Year 2026 State and Local Cybersecurity Grant Program (Objective 3 – Mitigation); and

WHEREAS, the Information Technology Services Department wishes to submit Application No. 5362101 for grant funds in the amount of $49,120.25 for the Implementing NinjaOne Project; and

WHEREAS, the receipt of said grant funds is conditioned upon the City's approval of local matching funds in the amount of $12,280.06, and the City's compliance with all grant conditions and requirements; and

WHEREAS, the City Council agrees that in the event of loss or misuse of grant funds, the City Council assures that funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council finds it to be in the public interest to authorize the submission of Application No. 5362101 for said grant funds; and

WHEREAS, the City Council finds it to be in the public interest to designate the

City Comptroller as the Authorized Official representing the City for purposes related to Application No.5362101; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official to execute all necessary documents to accept, deny, or modify all aspects of the grant;

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

SECTION ONE. That the City of Midland is hereby authorized to submit Application No. 5362101 to the Office of the Governor for the Fiscal Year 2026 State and Local Cybersecurity Grant Program (Objective 3 – Mitigation) for grant funding in the amount of $49,120.25. If awarded, said grant funds shall be used for the Implementing NinjaOne Project.

SECTION TWO. That local matching funds in the amount of $12,280.06 are hereby approved and shall be available in the FY 2026 operating budget of the Tech Fund.

SECTION THREE. That in the event of loss or misuse of grant funds, the funds will be returned to the Office of the Governor in full.

SECTION FOUR. That the City Comptroller is hereby designated as the Authorized Official representing the City for purposes of Application No. 5362101.

SECTION FIVE. That the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official are hereby authorized to execute all necessary documents to accept, deny, or modify all aspects of the grant.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2026, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Michele Hagemann, Grant Writer

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	5362101	**Award Amount:**	$132,960.00
Date Awarded:	12/12/2025	**Grantee Cash Match:**	$55,400.00
Grant Period:	01/01/2026 - 12/31/2026	**Grantee In Kind Match:**	$0.00
Liquidation Date:	03/31/2027	**Grantee GPI:**	$0.00
Program Fund:	CY-State and Local Cybersecurity Grant Program	**Total Project Cost:**	$188,360.00
Grantee Name:	Midland, City of		
Project Title:	Implementing NinjaOne		
Grant Manager:	Marvin Alcorn		
Unique Entity Identifier (UEI):	CPZ1T3B85A64		
CFDA:	97.137 - State and Local Cybersecurity Grant Program		
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency		
Federal Award Date:	12/18/2023		
Federal/State Award ID Number:	EMW-2023-CY-00026		
Total Federal Award/State Funds Appropriated:	$17,418,110.00		
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)		
Is the Award R&D:	No		
Federal/State Award Description:	The purpose of the State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk.		

Agency Name: Midland, City of
Project Title: Implementing NinjaOne
Current Grant Manager: Marvin Alcorn

Grant/App: 5362101
Status: Active Grant [FUND HOLD] [VENDOR HOLD]
Current Program Manager: Alyssa Smith
Original Award: $132,960.00

Start Date: 1/1/2026
End Date: 12/31/2026
Liquidation Date: 3/31/2027

Fund Source: CY-State and Local Cybersecurity Grant Program

Current Budget: $49,120.25
Current Award: $49,120.25
CFDA: 97.137

OOG Solicitation: State and Local Cybersecurity Grant Program - Mitigation Announcement

New Notes - Click Here

PROJECT ADJUSTMENT

View Introduction

View Instructions

Grant Financial Status

Current Award Amount: $49,120.25

Total Unexpended Balance to Date: $49,120.25

Total Cash On Hand to Date: $0.00

Total Reimbursement(s) and Advance Payment Request(s) Paid to Date: $0.00

Total Expenditures Reported to Date: $0.00

Budget Summary Totals

OOG Funds:	Cash Match:	In Kind Match:	GPI:	Total Project:
$49,120.25	$12,280.06	$0.00	$0.00	$61,400.31

Grant Adjustment History

Adjustment Status	Date Created	Date Certified	Date Approved	Grant End Date	Award Amount	Description
Approved	5/1/2026	5/29/2026	06/04/2026	12/31/2026	$49,120.25	The City is requesting approval to update the project budget, title, and narrative because the original project cost has increased significantly from the estimated $188,000 at the

City Council Meeting

Item Number: 9.
Meeting Date: June 23, 2026
To: City Council
From: Gorgees Eskander, Chief Information Officer
Subject: RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-021; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5362201 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 4 – WORKFORCE DEVELOPMENT) FOR GRANT FUNDS TOTALING $10,000.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE CYBERSECURITY AND IT SKILLS TRAINING PROGRAM PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $3,160.00; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER; AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT

Purpose:
Authorize the submission of a FY2026 State and Local Cybersecurity Grant Program application to support cybersecurity and IT workforce training.

Recommended Action:
Approve

Fiscal Impact:
Upon receipt of grant award, funds will be appropriated to a grant project for said purpose

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
This item supersedes and replaces Resolution 2025-021 and authorizes submission of Application No. 5362201 to the Office of the Governor under SLCGP Objective 4 – Workforce Development. If awarded, the City would receive $10,000 in grant funds for a Cybersecurity and IT Skills Training Program, with a required local match of $3,160 from the FY2026 Tech

Fund. The program will support training to improve cybersecurity readiness, strengthen internal technical capabilities, and better prepare City staff to respond to evolving cyber risks.

Attachments:

A. RESOLUTION - FY2026 SLCGP_Objective 4 (Workforce Development) [Amend] Reso
B. Award Information 5362201_6.11.26

Gorgees Eskander, IT	Created/Initiated - 6/4/2026
Gorgees Eskander, IT	Approved - 6/4/2026
Christy Weakland, Finance	Approved - 6/11/2026
Michele Hagemann, Strategic Partnerships Office	Approved - 6/11/2026
Linda Ochoa, Legal	Approved - 6/15/2026
Morris Williams, City Manager	Approved - 6/16/2026
Jan Hamilton, City Secretary	Final Approval - 6/16/2026

RESOLUTION NO. _____

RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-021; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5362201 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 4 – WORKFORCE DEVELOPMENT) FOR GRANT FUNDS TOTALING $10,000.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE CYBERSECURITY AND IT SKILLS TRAINING PROGRAM PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $3,160.00; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER; AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT

WHEREAS, the Office of the Governor has announced the availability of grant funds through the Fiscal Year 2026 State and Local Cybersecurity Grant Program (Objective 4 – Workforce Development); and

WHEREAS, the Information Technology Services Department wishes to submit Application No. 5362201 for $10,000.00 in grant funds for the Cybersecurity and IT Skills Training Program Project; and

WHEREAS, the receipt of said grant funds is conditioned upon the City's approval of local matching funds in the amount of $3,160.00 and the City's compliance with all

grant conditions and requirements; and

WHEREAS, the City Council agrees that in the event of loss or misuse of grant funds, the City Council assures that funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council finds it to be in the public interest to authorize the submission of Application No. 5362201 for said grant funds; and

WHEREAS, the City Council finds it to be in the public interest to designate the City Comptroller as the Authorized Official representing the City for purposes related to Application No.5362201; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official to execute all necessary documents to accept, deny, or modify all aspects of the grant;

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

SECTION ONE. That the City of Midland is hereby authorized to submit Application No. 5362201 to the Office of the Governor for the Fiscal Year 2026 State and Local Cybersecurity Grant Program (Objective 4 – Workforce Development) for grant funding in the amount of $10,000.00. If awarded, said grant funds shall be used for the Cybersecurity and IT Skills Training Program Project.

SECTION TWO. That local matching funds in the amount of $3,160.00 are hereby approved and shall be available in the FY 2026 operating budget of the Tech Fund.

SECTION THREE. That in the event of loss or misuse of grant funds, the funds will be returned to the Office of the Governor in full.

SECTION FOUR. That the City Comptroller is hereby designated as the Authorized Official representing the City for purposes of Application No. 5362201.

SECTION FIVE. That the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official are hereby authorized to execute all necessary documents to accept, deny, or modify all aspects of the grant.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2026, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Michele Hagemann, Grant Writer

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	5362201	**Award Amount:**	$10,000.00
Date Awarded:	12/12/2025	**Grantee Cash Match:**	$3,200.00
Grant Period:	01/01/2026 - 12/31/2026	**Grantee In Kind Match:**	$0.00
Liquidation Date:	03/31/2027	**Grantee GPI:**	$0.00
Program Fund:	CY-State and Local Cybersecurity Grant Program	**Total Project Cost:**	$13,200.00
Grantee Name:	Midland, City of		
Project Title:	Cybersecurity and IT Skills Training Program		
Grant Manager:	Marvin Alcorn		
Unique Entity Identifier (UEI):	CPZ1T3B85A64		

CFDA:	97.137 - State and Local Cybersecurity Grant Program
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	12/18/2023
Federal/State Award ID Number:	EMW-2023-CY-00026
Total Federal Award/State Funds Appropriated:	$17,418,110.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of the State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk.

Agency Name: Midland, City of
Project Title: Cybersecurity and IT Skills Training Program
Current Grant Manager: Marvin Alcorn

Grant/App: 5362201
Status: Active Grant [FUND HOLD] [VENDOR HOLD]
Current Program Manager: Alyssa Smith
Original Award: $10,000.00

Start Date: 1/1/2026
End Date: 12/31/2026
Liquidation Date: 3/31/2027

Fund Source: CY-State and Local Cybersecurity Grant Program

Current Budget: $10,000.00
Current Award: $10,000.00
CFDA: 97.137

OOG Solicitation: State and Local Cybersecurity Grant Program - Workforce Development Announcement

New Notes - Click Here

PROJECT ADJUSTMENT

View Introduction

View Instructions

Grant Financial Status

Current Award Amount: $10,000.00

Total Unexpended Balance to Date: $10,000.00

Total Cash On Hand to Date: $0.00

Total Reimbursement(s) and Advance Payment Request(s) Paid to Date: $0.00

Total Expenditures Reported to Date: $0.00

Budget Summary Totals

OOG Funds:	Cash Match:	In Kind Match:	GPI:	Total Project:
$10,000.00	$3,160.00	$0.00	$0.00	$13,160.00

Grant Adjustment History

Adjustment Status	Date Created	Date Certified	Date Approved	Grant End Date	Award Amount	Description
Approved	5/19/2026	6/4/2026	06/05/2026	12/31/2026	$10,000.00	We are requesting to update the project title, narrative, and activities because the original training provider, Coursera, was unable to accept payment by purchase order and requir

Grant Adjustment Information

Date Grant Adjustment Created: 5/19/2026 3:24:12 PM

Status of Grant Adjustment: APPROVE

Description of Grant Adjustment:
We are requesting to update the project title, narrative, and activities because the original training provider, Coursera, was unable to accept payment by purchase order and required payment by credit card. The total cost exceeded the City's credit card transaction limit, making that option unworkable. To ensure the grant-funded training can still move forward, we are purchasing equivalent training through Udemy, which better aligns with the City's purchasing requirements.

City Council Meeting

Item Number: 10.
Meeting Date: June 23, 2026
To: City Council
From: Lindsey Adams, Strategic Partnerships Officer
Subject: RESOLUTION SUPPORTING THE NOMINATION OF ELIGIBLE CENSUS TRACTS WITHIN THE CITY OF MIDLAND FOR DESIGNATION AS OPPORTUNITY ZONES UNDER THE FEDERAL OPPORTUNITY ZONE 2.0 PROGRAM

Purpose:
Congress has authorized the Opportunity Zone 2.0 Program to encourage long-term private investment in economically distressed communities through targeted federal tax incentives designed to stimulate business development, workforce housing, infrastructure improvements, and job creation. Several census tracts within Midland meet the eligibility requirements for designation under the Opportunity Zone 2.0 Program due to demonstrated economic distress, persistent infrastructure needs, workforce housing shortages, and barriers to private capital investment. Designation as an Opportunity Zone will provide a powerful tool to attract private-sector investment into areas of Midland that possess significant redevelopment potential but face challenges in securing sufficient capital for transformative projects.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

The support from the City Council for the nomination and designation of eligible census tracts within the City of Midland under the Opportunity Zone 2.0 Program will promote economic development, private investment, workforce housing development, job creation, redevelopment of underutilized properties, and long-term community revitalization within Midland.

Attachments:
A. RESOLUTION - Opportunity Zones 2.0 Resolution of Support

Lindsey Adams, Engineering Services Created/Initiated - 6/10/2026

Lindsey Adams, Engineering Services	Approved - 6/10/2026
Carl Craigo, Utilities	Approved - 6/10/2026
Christy Weakland, Finance	Approved - 6/11/2026
Linda Ochoa, Legal	Approved - 6/15/2026
Jose Ortiz, City Manager	Approved - 6/15/2026
Jan Hamilton, City Secretary	Final Approval - 6/16/2026

RESOLUTION NO. _____

RESOLUTION SUPPORTING THE NOMINATION OF ELIGIBLE CENSUS TRACTS WITHIN THE CITY OF MIDLAND FOR DESIGNATION AS OPPORTUNITY ZONES UNDER THE FEDERAL OPPORTUNITY ZONE 2.0 PROGRAM

WHEREAS, the City of Midland serves as the economic center of the Permian Basin and plays a critical role in the economic prosperity of the State of Texas through its contributions to energy production, aerospace, logistics, and emerging technology industries; and

WHEREAS, the City of Midland is actively pursuing economic diversification strategies to strengthen long-term economic resilience, attract private investment, expand employment opportunities, and create sustainable growth; and

WHEREAS, Congress has authorized the Opportunity Zone 2.0 Program to encourage long-term private investment in economically distressed communities through targeted federal tax incentives designed to stimulate business development, workforce housing, infrastructure improvements, and job creation; and

WHEREAS, several census tracts within Midland meet the eligibility requirements for designation under the Opportunity Zone 2.0 Program due to demonstrated economic distress, persistent infrastructure needs, workforce housing shortages, and barriers to private capital investment; and

WHEREAS, designation as an Opportunity Zone will provide a powerful tool to attract private-sector investment into areas of Midland that possess significant redevelopment potential but face challenges in securing sufficient capital for transformative projects; and

WHEREAS, Opportunity Zone designation can accelerate the development of workforce housing, mixed-use redevelopment, industrial expansion, commercial revitalization, infrastructure improvements, and community-enhancing projects that improve quality of life for Midland residents; and

WHEREAS, eligible census tracts within Midland contain strategic redevelopment opportunities that support local and regional priorities, including downtown revitalization,

redevelopment of underutilized commercial and industrial properties, expansion of employment centers, enhancement of transportation connectivity, and the creation of housing opportunities for Midland's growing workforce; and

WHEREAS, Opportunity Zone designation will complement ongoing investments by the City of Midland, the Midland Development Corporation, private industry, educational institutions, and regional partners to strengthen Midland's position as a center for energy technology, aerospace, and economic opportunity; and

WHEREAS, the designation of eligible Midland census tracts as Opportunity Zones will support the attraction of private capital investment, increase economic activity, expand the local tax base, create jobs, and generate long-term benefits for residents, businesses, and the State of Texas; and

WHEREAS, the City Council finds that nomination of eligible Midland census tracts for Opportunity Zone 2.0 designation is in the best interest of the citizens of Midland and will advance the community's economic development and redevelopment objectives;

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

SECTION ONE. The City Council hereby expresses its support for the nomination and designation of eligible census tracts within the City of Midland under the Opportunity Zone 2.0 Program.

SECTION TWO. The City Council finds that Opportunity Zone designation will promote economic development, private investment, workforce housing development, job creation, redevelopment of underutilized properties, and long-term community revitalization within Midland.

SECTION THREE. The City Council respectfully requests that the Governor of Texas and all appropriate state and federal agencies give favorable consideration to the nomination of eligible Midland census tracts for Opportunity Zone 2.0 designation.

SECTION FOUR. The City Council directs that copies of this Resolution be transmitted to the Office of the Governor, the Texas Economic Development and Tourism

Office, the Texas Legislature, and any other agencies involved in the Opportunity Zone 2.0 nomination and designation process.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2026, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley Berman, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

City Council Meeting

Item Number: 11.
Meeting Date: June 23, 2026
To: City Council
From: John Simmons, Right of Way Manager
Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (26-329-018) WITH PLAINS ORYX PERMIAN BASIN PIPELINE LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 16, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS

Purpose:

This motion will provide applicant a 30-foot wide right of way to lay a 4” steel construction Natural Gas Condensate pipeline on City of Midland owned Sprayberry Farm where it will connect to an offsite existing pipeline and valve facility.

This Right-of-Way License is proposed for a single ten (10) year period, paid in advance. Terms are consistent with the City’s standard license for facilities of this nature.

Recommended Action:
Approve

Fiscal Impact:
The following fees will be collected:

Application fee (one time): $1,000.00 (pd)

10-Years Paid In advance:

4” pipeline (365.25 rods x $180/rod): $65,745.00

Total Collected: $66,745.00

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
This pipeline will connect to an existing pipeline and Surface Use Area off of Sprayberry Farms and will be buried a minimum of 36” deep and will not interfere with Sprayberry Farm operations.

Certificates of Insurance (COI) with City of Midland named as additional insured and a waiver of subrogation in favor of the City of Midland has been collected and on file.

City Secretary to record completed License Agreement

Attachments:
A. Plains Oryx Permian Basin LLC ROW License 26-329-018
B. Exhibit A -Sec 16_052226
C. Council Map PlainsOryx_Spraberry_060326
D. COI

John Simmons, Utilities	Created/Initiated - 6/12/2026
Alma McCammond, Utilities	Approved - 6/12/2026
Carl Craigo, Utilities	Approved - 6/15/2026
Christy Weakland, City Secretary	Approved - 6/15/2026
Linda Ochoa, Legal	Approved - 6/15/2026
Jose Ortiz, City Manager	Approved - 6/15/2026
Jan Hamilton, City Secretary	Final Approval - 6/16/2026

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	June 24, 2026
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Tommy Gonzalez, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	**Plains Oryx Permian Basin Pipeline LLC**
Licensee's Representative:	**George N. Polydoros**
Licensee's Mailing Address:	333 Clay Street, Suite 1600 Houston, Texas 77002
Property:	As described in Article III below
License Number:	**26-329-018**

Licensee desires use of certain Property (as defined below) in Midland County, Texas for purposes set forth below. Licensor hereby authorizes Licensee to act as described in this license (this "License") limited to any and all rights Licensor may have to the Property and subject to any and all validly existing encumbrances, conditions, and restrictions relating to the Property.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Term. This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of SIXTY-FIVE THOUSAND SEVEN HUNDRED FORTY-FIVE and No/100 Dollars ($65,745.00) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

C. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

D. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being sixty (60) feet in width of the locations with operations limited to areas as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a steel construction pipeline, not to exceed four (4) inches in diameter, for the transportation of natural gas condensate and to have the right of ingress and egress at convenient points for such purpose, said construction width shall revert to thirty (30) feet after construction is completed (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. **Road Repair.** Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than thirty-six (36) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE OR OTHER PERMITTED FACILITIES ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline or other permitted facilities built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's

lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any

portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

O. Remediation. Licensee shall be responsible for any leaks or spills resulting from its operations which may occur on the Property and Licensee shall undertake all commercially reasonable efforts to ensure leaks and spills will be properly remediated with work on the affected area commencing within seven (7) days of initial discovery of an incident and continuing in good faith to its completion. Licensee shall report all spills and leaks to Licensor or it's representatives within twenty-four (24) hours of initial discovery. Any portion of the Property affected by leaks, spills, re-entry, repairs, maintenance, or other related damages will be subject to remediation. During remediation, all contaminated soil shall be removed and replaced with fresh soil, free of contaminants, chemicals, or deleterious materials that may impair the growth of vegetation or pose risk to human health and safety. The affected area will be returned to pre-remediation grades and conditions to the extent reasonably practicable. A minimum of five inches (5") of topsoil shall be uniformly spread over the newly prepared surface and Licensee shall plant the disturbed area with the type and quantity of native grass or other reasonable landscaping designated by Licensor so that the disturbed area shall be generally restored to its original condition. Acceptance of remediation work shall be in Licensor's sole discretion and contingent upon final inspection and verification of completion by Licensor or its representatives. All contaminated soil removed from the Property will be charged at rate set forth in the then most current University of Texas System Rate and Damage Schedule published by the University of Texas System for caliche.

IV. Standard General Conditions

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

Commercial General Liability (including Contractual liability):

- Personal Injury: $1,000,000.00 per person
  $1,000,000.00 per occurrence
- Property Damage: $100,000.00 per occurrence

Business Automobile Liability: $1,000,000.00 combined single limit--
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: $1,000,000.00 per accident or occurrence

Umbrella Liability: $10,000,000.00 each occurrence
$10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this

License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY

EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A

PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT

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

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

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

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

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

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

I. Third-Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local

Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and

Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

[Signature Page Follows]

LICENSEE:
PLAINS ORYX PERMIAN BASIN PIPELINE LLC

By:_____
Printed Name: George N. Polydoros
Title: Vice President

THE STATE OF _____ §
§
COUNTY OF _____ §

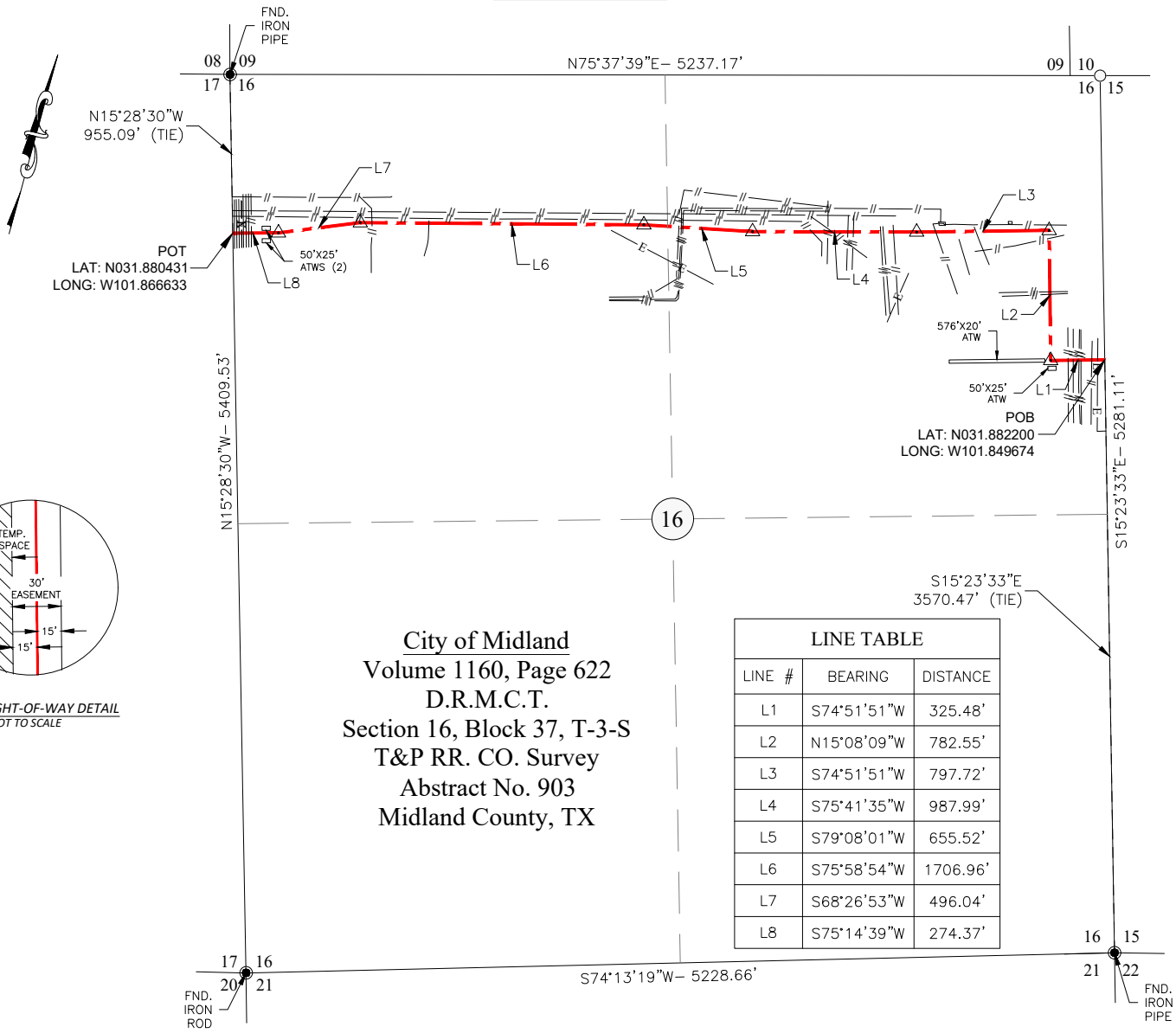
BEFORE ME, the undersigned authority, on this ___ day of _____, 2026 personally appeared George N. Polydoros an officer of Plains Oryx Permian Basin Pipeline LLC known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

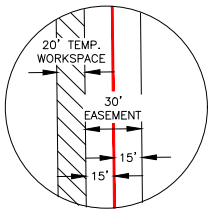
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2026.

_____
Notary Public, State of _____

"EXHIBIT - A"

W.O. NO.:





TYPICAL RIGHT-OF-WAY DETAIL
NOT TO SCALE

City of Midland
Volume 1160, Page 622
D.R.M.C.T.
Section 16, Block 37, T-3-S
T&P RR. CO. Survey
Abstract No. 903
Midland County, TX

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S74°51'51"W	325.48'
L2	N15°08'09"W	782.55'
L3	S74°51'51"W	797.72'
L4	S75°41'35"W	987.99'
L5	S79°08'01"W	655.52'
L6	S75°58'54"W	1706.96'
L7	S68°26'53"W	496.04'
L8	S75°14'39"W	274.37'

LEGEND

- ○ – DENOTES CALCULATED CORNER BASED ON GLO
- ◉ – DENOTES FOUND MONUMENT AS NOTED
- △ – DENOTES POINT OF INTERSECTION
- DENOTES PROPOSED CENTERLINE
- DENOTES EXISTING PIPELINE
- E DENOTES EXISTING ELECTRIC LINE
- X DENOTES EXISTING FENCE LINE
- DENOTES TRACT LINE
- D.R.M.C.T. – DEED RECORDS OF MIDLAND COUNTY TEXAS
- T&P RR CO. SURVEY – TEXAS & PACIFIC RAILROAD COMPANY SURVEY

1000 0 1000 2000 FEET

PIPELINE RIGHT-OF-WAY TOTALS		
CENTERLINE	6026.63 FT.	365.25 RODS
	RIGHT-OF-WAY	4.15 ACRES
	TEMP. WORKSPACE	2.77 ACRES
	TOTAL	6.92 ACRES

THIS PLAT ACCOMPANIES A DESCRIPTION OF EVEN DATE.

NOTES:

1) *COORDINATES, BEARINGS AND DISTANCES SHOWN HERON ARE LAMBERT GRID AND CONFORM TO THE STATE PLANE COORDINATE SYSTEM "TEXAS CENTRAL ZONE", NORTH AMERICAN DATUM OF 1983. DISTANCES, COORDINATES, AND BEARINGS SHOWN ARE GRID VALUES.*

2) *OWNERSHIP PROVIDED BY CLIENT'S AGENT.*

3) *THIS EXHIBIT IS NOT A LAND SURVEY PLAT, OR A BOUNDARY SURVEY PLAT. ALL OF THE POSITIONS SHOWN HEREON HAVE NOT BEEN VERIFIED AS BEING ACTUAL SECTION, QUARTER, OR PROPERTY CORNERS.*

Avery LAND SERVICES

Avery Land Services LLC
3323 N. Midland Drive Suite 133 PMB 1050 Midland, TX 92078
TX FIRM NO. 10194805

P66DP-TX-MI-002.00

PLAINS ORYX PERMIAN

Dos Picos 4in Connection

PROPOSED PIPELINE RIGHT-OF-WAY
CITY OF MIDLAND
SECTION 16, BLOCK 37, T-3-S, T&P RR CO. SURVEY
MIDLAND COUNTY, TEXAS

Survey Date: May, 2026	*Drawn By:* WCW	*Chk'd By:* SWD
Date: May 22, 2026	SCALE: 1":1000'	SHEET 1 OF 2

P66DP-TX-MI-002.00-Sec 16.dwg - 5/22/26 - REV 0

"EXHIBIT - A"

W.O. NO.:

PIPELINE RIGHT-OF-WAY DESCRIPTION

A 30–foot wide strip of land for an right–of–way, together with a 20–foot wide temporary construction right–of–way, all situated in part of Section 16, Block 37, Township 3 South, T&P RR. Co. Survey, Midland County, Texas, and crossing that certain tract or parcel described in deed to City of Midland in Volume 1160, Page 622, Deed Records of Midland County, Texas, the 30–foot wide easement being 15.0 feet to the right and left of the following described centerline, and the 20–foot wide temporary construction right–ofway being 15.0 feet to the left and conterminous with the left edge of the right–of–way, with all side lines extending and shortening to intersect boundary lines and points of intersection:

Beginning at a point, from which a found iron pipe marking the SE corner of said Section 16, same being the SW corner of Section 15, Block 37, Township 3 South, T&P RR. Co. Survey, Midland County, Texas, bears South 15°23'33" East, 3570.47 feet;

Thence crossing said Section 16 in a westerly and northerly direction the following course:

South 74°51'51" West, a distance of 325.48 feet;
North 15°08'09" West, a distance of 782.55 feet;
South 74°51'51" West, a distance of 797.72 feet;
South 75°41'35" West, a distance of 987.99 feet;
South 79°08'01" West, a distance of 655.52 feet;
South 75°58'54" West, a distance of 1706.96 feet;
South 68°26'53" West, a distance of 496.04 feet;

South 75°14'39" West, a distance of 274.37 feet to the end of this centerline, from which a found iron pipe marking the NW corner of said Section 16, bears North 15°28"30" West, 955.09 feet, for reference, and containing 4.15 acres in the right–of–way, 2.77 acres in the temporary right–of–way, and being a total length of 6026.63 feet (365.25 rods or 1.14 miles), more or less.

Note:

Coordinates, Bearings and Distances shown hereon are Lambert Grid and conform to the State Plane Coordinate System "Texas Central Zone", North American datum of 1983. Distances, Coordinates, and Bearings are grid values.
Ownership provided by client's agent.

PIPELINE RIGHT-OF-WAY TOTALS		
CENTERLINE	6026.63 FT.	365.25 RODS
	RIGHT-OF-WAY	4.15 ACRES
	TEMP. WORKSPACE	2.77 ACRES
	TOTAL	6.92 ACRES

THIS DESCRIPTION ACCOMPANIES A PLAT OF EVEN DATE.

I hereby certify that this plat and description are a true and correct representation of a survey made on the ground under my direct supervision and all facts are as shown herein.

STATE OF TEXAS
REGISTERED
5/22/2026
STANLEY DRANNON
6507
PROFESSIONAL
LAND SURVEYOR

5/22/2026

Stanley Drannon
Registered Professional Land Surveyor
Texas Registration No. 6507

Avery LAND SERVICES

Avery Land Services LLC
3323 N. Midland Drive Suite 133 PMB 1050 Midland, TX 92078
TX FIRM NO. 10194805

P66DP-TX-MI-002.00

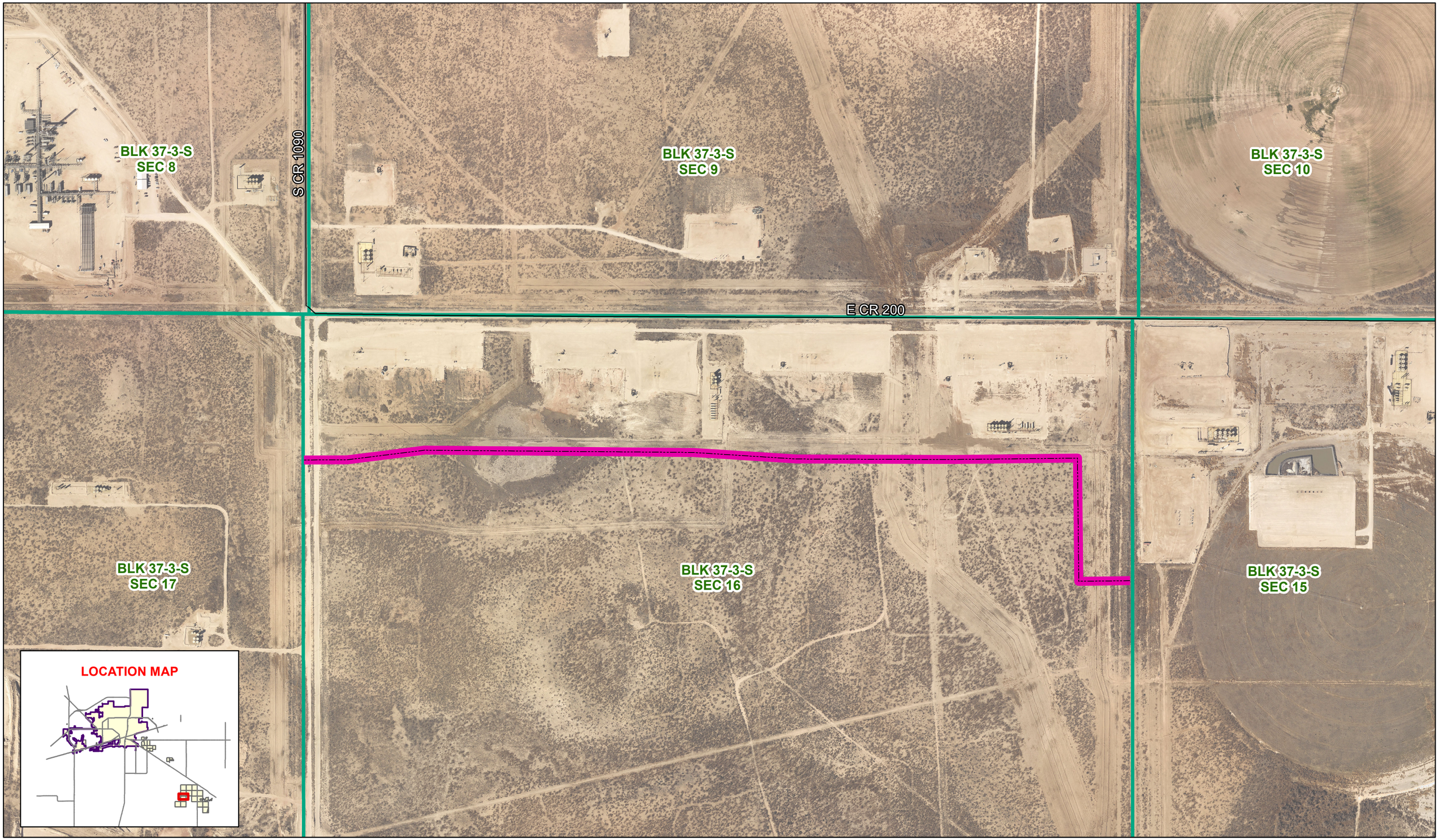
PLAINS ORYX PERMIAN

Dos Picos 4in Connection

PROPOSED PIPELINE RIGHT-OF-WAY
CITY OF MIDLAND
SECTION 16, BLOCK 37, T-3-S, T&P RR CO. SURVEY
MIDLAND COUNTY, TEXAS

Survey Date: May, 2026	*Drawn By:* WCW	*Chk'd By:* SWD
Date: May 22, 2026	SCALE: 1":1000'	SHEET 2 OF 2

P66DP-TX-MI-002.00-Sec 16.dwg - 5/22/26 - REV 0



Date: 6/3/2026

- Proposed ROW
- Street
- Survey Section

Plains Oryx Permian Proposed ROW

Total Length of ROW: 365.25 Rods (6,026.63 ft)

N W E S

0 250 500 Feet

©THE CITY OF MIDLAND - 2026
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THIS DATA

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 04/22/2026

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

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

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
1300 Post Oak Blvd., Suite 1400
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURED
Plains Oryx Permian Basin LLC,
Plains Oryx Permian Basin
Pipeline LLC
333 Clay Street, Suite 1600
Houston TX 77002 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Ironshore Specialty Insurance Company	25445
INSURER B:	Old Republic Insurance Company	24147
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570119556627 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y	Y	MWZY31886525 SIR applies per policy terms & conditions	11/01/2025	11/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$15,000,000 $500,000 $5,000 $15,000,000 $15,000,000 $15,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y		MWTB 318866 25 SIR applies per policy terms & conditions	11/01/2025	11/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$15,000,000
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MWC31886325 SIR applies per policy terms & conditions	11/01/2025	11/01/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$2,000,000 $2,000,000 $2,000,000
A	Environmental Site Liability			ISPILLSCBNZB005 Claims Made Coverage	11/01/2025	11/01/2026	Each Event Limit Aggregate Limit	$10,000,000 $10,000,000

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

Pollution policy contains both gradual and Sudden & Accidental Pollution Discharge, for any Pollution discovered in 30 days or less. The City of Midland is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A Waiver of Subrogation is granted in favor of The City Of Midland in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

The City of Midland
PO Box 1152
Midland TX 79702 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest Inc.

Holder Identifier :

Certificate No : 570119556627

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 440000000289

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Plains Oryx Permian Basin LLC,
POLICY NUMBER	
See Certificate Number: 570119556627	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570119556627	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
B	Excess Workers Compensation			MWXS31886425 Statutory XS - ND, OH SIR applies per policy terms & conditions	11/01/2025	11/01/2026	Retention	$2,000,000

ACORD 101 (2008/01)

The ACORD name and logo are registered marks of ACORD

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PLAINS

November 1, 2025

To Whom It May Concern:

Plains All American Pipeline, L.P. self-insures for the policy limits between the primary General Liability and Primary Auto policies and the Excess Liability policy for the November 1, 2025 to November 1, 2026 term.

Sharon Spurlin
Senior Vice President & Treasurer
Plains All American Pipeline, L.P.

333 Clay Street, Suite 1600 (77002) | P.O. Box 4648 | Houston, Texas 77210-4648 | (713) 646-4100

City Council Meeting

Item Number: 12.
Meeting Date: June 23, 2026
To: City Council
From: John Simmons, Right of Way Manager
Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (26-329-011) BETWEEN THE CITY OF MIDLAND AND BRAZOS MIDLAND GAS, LLC REGARDING CITY OWNED PROPERTY DESCRIBED AS SECTION 30, BLOCK 36, T-3-S, T&P RR CO. SURVEY, MIDLAND AND GLASSCOCK COUNTIES, TEXAS

Purpose:
This motion will provide the applicant with a 30-foot wide right of way to lay a 20” steel construction Natural Gas Utility pipeline on City of Midland-owned Sprayberry Farm where it will connect to an existing pipeline and valve facility. The applicant will also need a 30’ temporary work space as noted on Exhibit A.

This Right-of-Way License is proposed for a single ten (10) year period, paid in advance. Terms are consistent with the City’s standard license for facilities of this nature.

Recommended Action:
approve

Fiscal Impact:
The following fees will be collected:

Application fee (one time): $1,000

Full ten-year term paid in advance.

Pipeline: (326.3 rods * $470.00) $153,361.00

Total Collected: $154,361.00

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
This pipeline will connect to an existing pipeline and Surface Use Area and will be buried a minimum of 36” deep and will not interfere with Sprayberry Farm operations.

Certificates of Insurance (COI) with City of Midland named as additional insured and a waiver of subrogation in favor of the City of Midland has been collected and on file.

City Secretary to record completed License Agreement

Attachments:
A. Brazos Midland Gas LLC ROW License 26-329-011
B. Exhibit A
C. Council Map Brazos_Spraberry_060526
D. Brazos Midstream III 25-26 COI's - City of Midland

John Simmons, Utilities	Created/Initiated - 6/12/2026
Alma McCammond, Utilities	Approved - 6/12/2026
Carl Craigo, Utilities	Approved - 6/15/2026
Linda Ochoa, Legal	Approved - 6/15/2026
Jose Ortiz, City Manager	Approved - 6/15/2026
Jan Hamilton, City Secretary	Final Approval - 6/16/2026

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	June 24, 2026
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Tommy Gonzalez, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	**Brazos Midland Gas, LLC**
Licensee's Representative:	**Matt Montgomery**
Licensee's Mailing Address:	777 Main Street, Suite 3700 Ft. Worth, Texas 76102
Property:	As described in Article III below
License Number:	**26-329-011**

Licensee desires use of certain Property (as defined below) in Midland and Glasscock Counties, Texas for purposes set forth below. Licensor hereby authorizes Licensee to act as described in this license (this "License") limited to any and all rights Licensor may have to the Property and subject to any and all validly existing encumbrances, conditions, and restrictions relating to the Property.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Term. This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the

breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of ONE HUNDRED FIFTY-THREE THOUSAND THREE HUNDRED SIXTY-ONE and No/100 Dollars ($153,361.00) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

C. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

D. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being sixty (60) feet in width of the locations with operations limited to areas as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a steel construction pipeline, not to exceed twenty (20) inches in diameter, for the transportation of natural gas and to have the right of ingress and egress at convenient points for such purpose, said construction width shall revert to thirty (30) feet after construction is completed (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. **Road Repair.** Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than thirty-six (36) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights

of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE OR OTHER PERMITTED FACILITIES ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any portion of the pipeline or other permitted facilities built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and

all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any portion of Licensee's pipeline, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or

rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

O. Remediation. Licensee shall be responsible for any leaks or spills resulting from its operations which may occur on the Property and Licensee shall undertake all commercially reasonable efforts to ensure leaks and spills will be properly remediated with work on the affected area commencing within seven (7) days of initial discovery of an incident and continuing in good faith to its completion. Licensee shall report all spills and leaks to Licensor or it's representatives within twenty-four (24) hours of initial discovery. Any portion of the Property affected by leaks, spills, re-entry, repairs, maintenance, or other related damages will be subject to remediation. During remediation, all contaminated soil shall be removed and replaced with fresh soil, free of contaminants, chemicals, or deleterious materials that may impair the growth of vegetation or pose risk to human health and safety. The affected area will be returned to pre-remediation grades and conditions to the extent reasonably practicable. A minimum of five inches (5") of topsoil shall be uniformly spread over the newly prepared surface and Licensee shall plant the disturbed area with the type and quantity of native grass or other reasonable landscaping designated by Licensor so that the disturbed area shall be generally restored to its original condition. Acceptance of remediation work shall be in Licensor's sole discretion and contingent upon final inspection and verification of completion by Licensor or its representatives. All contaminated soil removed from the Property will be charged at rate set forth in the then most current University of Texas System Rate and Damage Schedule published by the University of Texas System for caliche.

B. Standard General Conditions

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

Commercial General Liability (including Contractual liability):

- Personal Injury: $1,000,000.00 per person
  $1,000,000.00 per occurrence
- Property Damage: $100,000.00 per occurrence

Business Automobile Liability: $1,000,000.00 combined single limit--
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: $1,000,000.00 per accident or occurrence

Umbrella Liability: $10,000,000.00 each occurrence
$10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER

PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF PORTIONS OR ENTIRETY OF THE PIPELINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF

ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR

NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH

ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

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

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

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

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

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting

consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

I. Third-Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the

parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

[Signature Page Follow]

LICENSEE:
BRAZOS MIDLAND GAS, LLC

By:_____
Printed Name: Matt Montgomery
Title: VP of Engineering

THE STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ___ day of _____, 2026 personally appeared Matt Montgomery an officer of Brazos Midland Gas, LLC known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2026.

_____
Notary Public, State of _____

BZSR-TX-MI-05.00
CITY OF MIDLAND
VOL. 20 PG. 534
O.P.R.M.C.T.

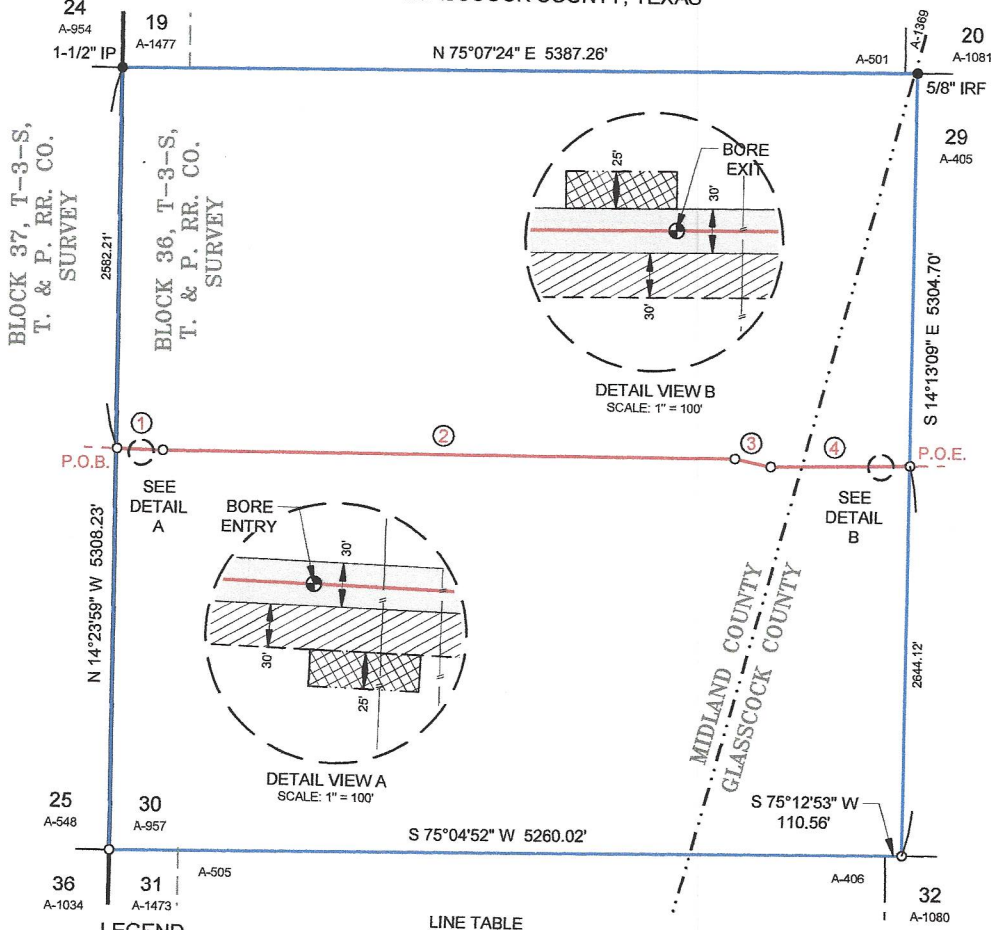
Brazos Midstream

TOTAL LENGTH: 5383.89 FEET OR 326.30 RODS
RIGHT OF WAY TOTAL: 3.70 ACRES
TEMPORARY WORKSPACE: 3.70 ACRES
ADDITIONAL TEMPORARY WORKSPACE: 0.09 ACRES

PROPOSED PIPELINE RIGHT OF WAY

SECTION 30, BLOCK 36, T-3-S, T. & P. RR. CO. SURVEY, A-957
MIDLAND COUNTY, TEXAS
SECTION 30, BLOCK 36, T-3-S, T. & P. RR. CO. SURVEY, A-1241
GLASSCOCK COUNTY, TEXAS

NAD 83 GRID BEARINGS



LINE TABLE

LINE	BEARING	DISTANCE
1	N 76°54'01" E	316.51'
2	N 75°32'35" E	3875.62'
3	N 87°01'10" E	248.85'
4	N 74°26'26" E	942.91'
Total		5383.89'

LEGEND

- County Line
- Block Line
- Section Line
- Abstract Line
- Tract Border
- Surveyed Baseline
- Continued Baseline
- Edge Of Easement
- Temporary Workspace
- Additional Temporary Workspace
- Existing Pipeline
- Found Monument
- Calculated Corner

SCALE: 1" = 1000'
0' 500' 1000'

STATE OF TEXAS
REGISTERED
WILLIAM J. KEATING
5041
PROFESSIONAL
LAND SURVEYOR

Signature Date
04/29/26

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
808 WEST INDIANA • MIDLAND, TEXAS 79701
TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
TEXAS FIRM REGISTRATION NO. 10042500
WWW.TOPOGRAPHIC.COM

William J. Keating R.P.L.S. No. 5041
SURVEYED ON THE GROUND: March 02, 2026
Field note description of even date accompanies this plat.

CASSIDY RESIDUE	REVISION:	
	INT	DATE
DATE: 04/14/2026		
FILE: EP_CASSIDY_RESIDUE_SEC30_CITY_OF_MIDLAND		
DRAWN BY: CSG		
SHEET : 1 OF 2		

NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1983, UNLESS OTHERWISE NOTED.
3. THE INFORMATION IN THIS DRAWING WAS DERIVED FROM FIELD NOTES AND/OR DATA COLLECTED DURING AN ACTUAL ON-THE-GROUND SURVEY MADE UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE INFORMATION HEREON IS FOR LEASING PURPOSES ONLY AND DOES NOT CONSTITUTE A COMPLETE BOUNDARY SURVEY AS DEFINED BY THE T.B.P.E.L.S. "TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACT AND RULES". ALL LAND OWNER/TITLE INFORMATION SHOWN HEREON IS BASED ON DATA PROVIDED BY BRAZOS MIDSTREAM, ITS SUBSIDIARIES AND/OR AFFILIATES.
4. P.O.B./B.O.L. = POINT OF BEGINNING/BEGINNING OF LINE
5. P.O.E./E.O.L. = POINT OF EXIT/END OF LINE

M:\SURVEY\BRAZOS_MIDSTREAM_OPERATING_III_LLC\CASSIDY_RESIDUE_LINE\FINAL_PRODUCTS\EP_CASSIDY_RESIDUE_SEC30_CITY_OF_MIDLAND.DWG 4/29/2026 4:12:21 PM aparedes

BZSR-TX-MI-05.00
CITY OF MIDLAND
VOL. 20 PG. 534
O.P.R.M.C.T.

Brazos Midstream

PROPOSED PIPELINE RIGHT OF WAY

SECTION 30, BLOCK 36, T-3-S, T. & P. RR. CO. SURVEY, A-957
MIDLAND COUNTY, TEXAS
SECTION 30, BLOCK 36, T-3-S, T. & P. RR. CO. SURVEY, A-1241
GLASSCOCK COUNTY, TEXAS

April 14, 2026

A proposed pipeline easement 30 feet in width located in a certain tract of land owned by City of Midland as recorded in Volume 20, Page 534 of the Official Public Records Midland County, Texas out of Section 30, Block 36, T-3-S, T. & P. RR. CO. Survey, A-957, Midland County, Texas, and A-1241, Glasscock County, Texas with easement edges being 15 feet right and left of the following described centerline:

BEGINNING (P.O.B., X=1844241, Y=10644223) on the West line of said Section 30, from which a 1-1/2-inch iron pipe found for the Northwest corner of said Section 30, bears North 14°23'59" West, a distance of 2,582.21 feet;

THENCE North 76°54'01" East, a distance of 316.51 feet;

THENCE North 75°32'35" East, a distance of 3,875.62 feet;

THENCE North 87°01'10" East, a distance of 248.85 feet;

THENCE North 74°26'26" East, a distance of 942.91 feet to the East line of said Section 30 (P.O.E., X=1849459, Y=10645528), END of this description, from which the Southeast corner of said Section 30, bears: South 14°13'09" East, a distance of 2,644.12 feet.

This description contains 5,383.89 feet or 326.30 rods.

Temporary Workspace along Right of Way is 161,379.81 square feet or 3.70 acres.

Additional Temporary Workspace along Right of Way is 3,743.93 square feet or 0.09 acres.

Right of Way total is 161,384.00 square feet or 3.70 acres.

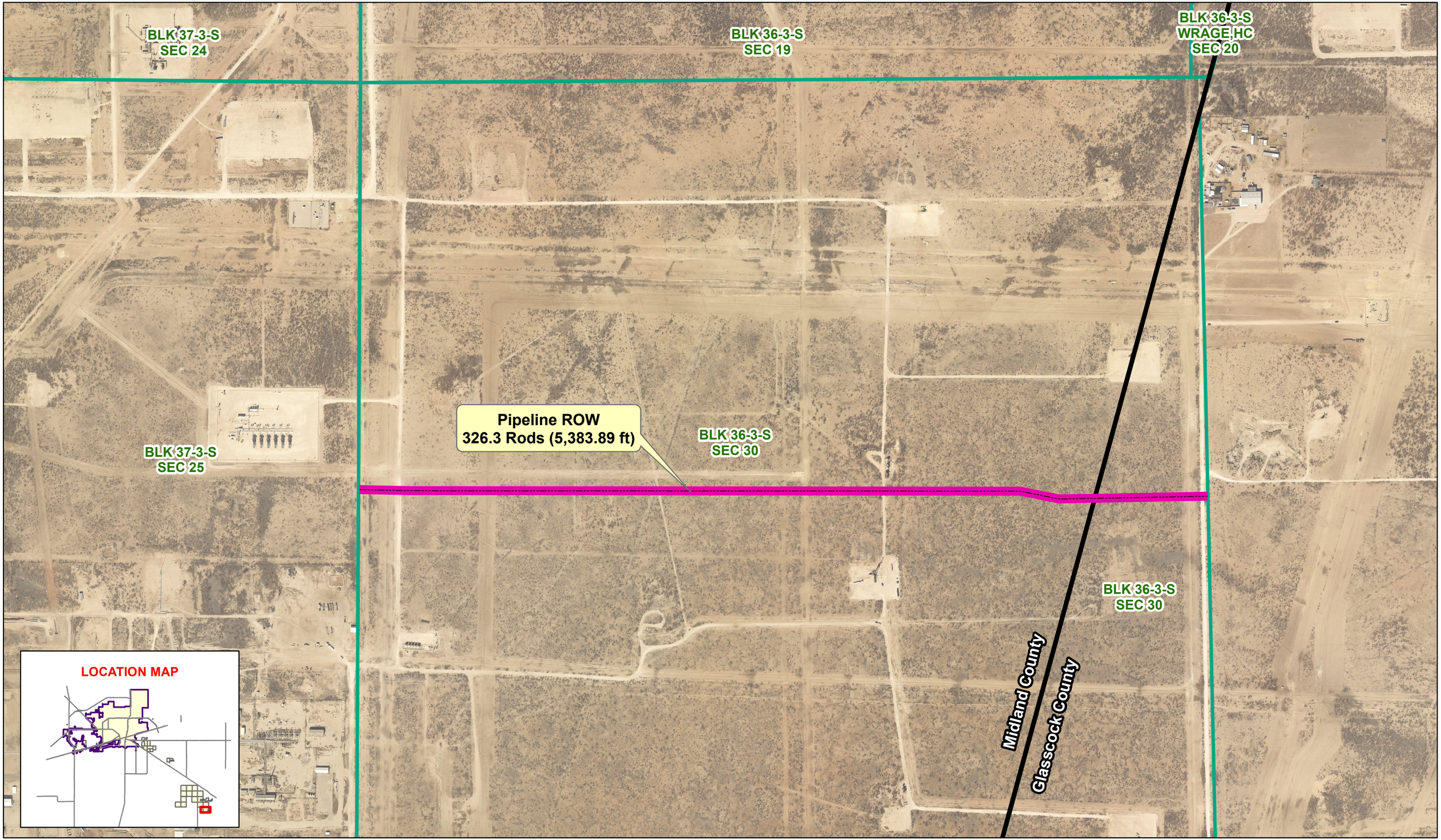
STATE OF TEXAS
REGISTERED
WILLIAM J. KEATING
5041
PROFESSIONAL
LAND SURVEYOR

Signature Date
04/29/26

TOPOGRAPHIC
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TEXAS FIRM REGISTRATION NO. 10042500
WWW.TOPOGRAPHIC.COM

William J. Keating R.P.L.S. No. 5041
SURVEYED ON THE GROUND: March 02, 2026

M:\SURVEY\BRAZOS_MIDSTREAM_OPERATING_III_LLC\CASSIDY_RESIDUE_LINE\FINAL_PRODUCTS\EP_CASSIDY_RESIDUE_SEC30_CITY_OF_MIDLAND.DWG 4/29/2026 4:12:22 PM aparedes



Date: 6/5/2026

- Proposed ROW
- County Boundary
- Survey Section

Brazos Midstream Proposed Pipeline ROW

0 250 500 Feet

©THE CITY OF MIDLAND - 2026
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THIS DATA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/27/2026

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

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

PRODUCER	CONTACT NAME: Allyson Hengst	
CAC Specialty 115 Office Park Drive Birmingham, AL 35223	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: allyson.hengst@cacgroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Federal Insurance Company	20281
INSURED	INSURER B :	
Brazos Midland Gas, LLC. 777 Main Street, Ste 3700 Fort Worth, TX 76102	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			3609-45-09	11/5/2025	11/5/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			7365-72-97	11/5/2025	11/5/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			5673-26-66	11/5/2025	11/5/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A		7184-53-89	11/5/2025	11/5/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Certificate Holder is included as Additional Insured (excluding Workers' Compensation) and Wavier of Subrogation applies except where not premissible by law if required by written contract subject to policy terms, conditons and exclusions.

CERTIFICATE HOLDER

City of Midland
PO Box 1152
Midland, TX 79702

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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City Council Meeting

Item Number: 13.
Meeting Date: June 23, 2026
To: City Council
From: John Simmons, Right of Way Manager
Subject: MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO SURFACE USE AGREEMENT WITH MIDLAND - PETRO D.C. PARTNERS, LLC REGARDING THE PLACEMENT OF CERTAIN PIPELINES AND RELATED FACILITIES UNDER AND ACROSS MIDLAND AIRPARK AND OTHER MATTERS INCIDENTAL THERETO

Purpose:
This motion amends that certain Surface Use Agreement made and entered into April 21, 2022 between City of Midland and Midland-Petro DC Partners LLC for the development and protection of the surface estate and water resources of the Leased Premises and Surface Premises in connection with oil and gas exploration, development and production under the Lease.
.

Recommended Action:
approve

Fiscal Impact:

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
This amendment will allow Midland-Petro DC Partners LLC to place additional pipelines and powerlines on Airpark Property subject to FAA rules, regulations and requirements for the aeronautical use of Midland Airpark.

Pipelines and electric lines will exclusively service the City of Midland mineral lease with Permian Deep Rock Oil Company and Surface Use Agreement dated April 21, 2022 with Midland-Petro D.C Partners, LLC.

Certificates of Insurance are on file.

Attachments:

A. (Final_Clean) Second Amendment to Airpark SUA

John Simmons, Utilities	Created/Initiated - 6/15/2026
Carl Craigo, Utilities	Approved - 6/15/2026
Linda Ochoa, Legal	Approved - 6/16/2026
Jose Ortiz, City Manager	Approved - 6/16/2026
Jan Hamilton, City Secretary	Final Approval - 6/16/2026

SECOND AMENDMENT TO SURFACE USE AGREEMENT

This **SECOND AMENDMENT TO SURFACE USE AGREEMENT** (this "***Amendment***") is hereby made and entered into effective as of June 24, 2026 (the "***Effective Date***"), by and between the **CITY OF MIDLAND, TEXAS**, a home-rule municipal corporation, with an address of 300 N. Loraine, Midland, Texas 79701, Attention: Right-of-Way Manager ("***Surface Owner***"), and **MIDLAND-PETRO D.C. PARTNERS, LLC**, a Texas limited liability company, with an address of P.O. Box 2071, Midland, Texas 79702 ("***Lessee***"). Surface Owner and Lessee are sometimes referred to herein individually as a "***Party***" and collectively as, the "***Parties***".

RECITALS

WHEREAS, Surface Owner and Lessee are Parties to that certain Surface Use Agreement dated April 21, 2022, recorded by Memorandum of Surface Use Agreement as Instrument No. 12978 in the Official Public Records of Midland County, Texas, as amended by that certain First Amendment to Surface Use Agreement dated effective as of November 14, 2023 by and between Surface Owner and Lessee (as so amended, the "***Surface Use Agreement***"), which covers the surface estate of those certain lands located in Midland County, Texas more particularly described on Exhibit "A" attached to said Surface Use Agreement (collectively, the "***Surface Premises***");

WHEREAS, the Parties desire to further amend the Surface Use Agreement pursuant to the terms and conditions of this Amendment;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AMENDMENT

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Surface Use Agreement.

2. Amendment to Exhibit "A-1" of the Surface Use Agreement. Exhibit "A-1" to the Surface Use Agreement is hereby amended to add and include the plats attached to this Amendment as Exhibit "A-1(a)". For clarification, the existing Exhibit "A-1" currently attached to the Surface Use Agreement shall continue to be a part of and included in Exhibit "A-1" to the Surface Use Agreement, as amended herein by adding and including the plats attached to this Amendment as Exhibit "A-1(a)". In the event of any conflict or inconsistency between the existing Exhibit "A-1" attached to the Surface Use Agreement and the plats attached to this Amendment as Exhibit "A-1(a)," the plats attached as Exhibit "A-1(a)" shall control and prevail.

3. Amendment to Exhibit "A-2" of the Surface Use Agreement. Exhibit "A-2" to the Surface Use Agreement is hereby amended to add and include the plats attached to this Amendment as Exhibit "A-2(a)". For clarification, the existing Exhibit "A-2" currently attached to the Surface Use Agreement shall continue to be a part of and included in Exhibit "A-2" to the Surface Use Agreement, as amended herein by adding and including the plats attached to this Amendment as Exhibit "A-2(a)". In the event of any conflict or inconsistency between the existing

Exhibit "A-2" attached to the Surface Use Agreement and the plats attached to this Amendment as Exhibit "A-2(a)," the plats attached as Exhibit "A-2(a)" shall control and prevail.

4. Payment for Pipelines and Flowlines Added to Surface Use Agreement Pursuant to this Amendment. Notwithstanding anything to the contrary contained in Section 20 of the Surface Use Agreement or elsewhere in the Surface Use Agreement, for all pipelines and flowlines added to the Surface Use Agreement by being depicted on Exhibit "A-1(a)" to this Amendment or on Exhibit "A-2(a)" to this Amendment, Lessee shall pay Surface Owner in advance damages for such pipelines and flowlines in an amount equal to double (200%) the applicable rates for pipelines included on the then applicable Rate and Damage Schedule set forth by The University of Texas System, University Lands. Solely for purposes of calculating damages under the then applicable Rate and Damage Schedule set forth by The University of Texas System, University Lands, (a) the Leased Premises, the Surface Premises and any other lands covered by the Surface Use Agreement shall be classified as "University Lands" under such Schedule, (b) any pipeline used or constructed by Lessee hereunder shall be classified under such Schedule as requiring a "new" easement, and (c) any flowlines (other than and excluding temporary surface pipelines) installed by Lessee hereunder shall be classified as "pipelines" under such Schedule.

5. Amendment to Exhibit "B" of the Surface Use Agreement. Exhibit "B" to the Surface Use Agreement is hereby amended and replaced in its entirety with Exhibit "B" attached to this Amendment.

6. Addition to Section 3(c) to the Surface Use Agreement. The following sentence is hereby added as the next-to-last sentence of Section 3(c) of the Surface Use Agreement:

> "No woven slats shall be permitted in any fencing, whether temporary or permanent, located on any lands covered by this Agreement."

7. Addition of Sections 6(e) and 6(f) to the Surface Use Agreement. The following paragraphs are hereby added as Sections 6(e) and 6(f) of the Surface Use Agreement:

> "(e) Lessee acknowledges that Midland Airpark is subject to FAA rules, regulations and requirements and that aeronautical use of Midland Airpark property has priority over any non-aeronautical use. The construction or operation of any pipeline, flowline, facility or structure authorized under this Agreement shall not interfere with or impair any present or future operations, development, or expansion of Midland Airpark. Accordingly, if Surface Owner, as owner of Midland Airpark, or the Department of Airports, as operator of Midland Airpark, requires Lessee to remove, alter, change, adapt, or conform Lessee's pipelines, flowlines or permitted facilities or structures authorized under this Agreement due to any interference with or impairment of any present or future operations, development, or expansion of Midland Airpark or in order to comply with any applicable FAA rules, regulations or requirements, Lessee shall, at its sole cost and expense, relocate, remove, alter, change, adapt, or conform such pipelines, flowlines or permitted facilities or structures as required by Surface Owner or the Department of Airports in writing as soon as practicable, but in no event longer than one hundred eighty (180) days after Lessee's receipt of final plans approved by Surface Owner and the Department

of Airports; provided, however, that such period shall be shortened only to the extent required by applicable FAA rules, regulations or requirements. The determination as to whether the construction or operation of any of Lessee's pipelines, flowlines, facilities or structures interferes with or impairs any present or future operations, development, or expansion of Midland Airpark or is not in compliance with any applicable FAA rules, regulations or requirements shall be at the sole discretion of Surface Owner or the Department of Airports.

(f) Lessee represents that it has furnished to Surface Owner and to the Department of Airports complete, fully-executed copies of any and all pipeline rights-of-ways, licenses, easements or agreements granted to Lessee or to any of its predecessors or affiliates involving any portion of the lands covered by this Agreement."

8. Addition of Sections 16(h) and 16(i) to the Surface Use Agreement. The following paragraphs are hereby added as Sections 16(h) and 16(i) of the Surface Use Agreement:

"(h) without limiting Section 16(b) or Section 16(c) of this Agreement, with respect to all of Lessee's operations on or near Midland Airpark beginning on or about July 1, 2026 and during any time period thereafter, Lessee shall comply with all of the requirements set forth on Exhibit "E" attached hereto.

(i) on or before December 31, 2026 Lessee shall remove and dispose of on lands not owned by Surface Owner or the Department of Airports the piles of debris located from approximately 150 to 350 feet east of the Jal Draw and from 200 to 550 feet north of Sharp Lane."

9. Addition of Exhibit "E" to Surface Use Agreement. The Exhibit "E" attached to this Amendment is hereby added to and incorporated into the Surface Use Agreement as Exhibit "E" thereto for all purposes.

10. Amendment to Section 20 of the Surface Use Agreement. The last paragraph of Section 20 of the Surface Use Agreement is hereby amended and restated in its entirety and as amended and restated shall read as follows:

"Within ten (10) business days after the date of this Agreement, Lessee shall pay Surface Owner the sum of $1,000,000 (the "Relocation Payment") to be used by Surface Owner to help cover Surface Owner's costs and expenses involved with relocating the Citizen's Collection Center located adjacent to the drillsites and shown on Exhibit "A-1" attached hereto (the "Citizen's Collection Center"). In the event Surface Owner does not close the operations of the Citizen's Collection Center on or before the tenth (10^{th}) anniversary of the date of this Agreement Surface Owner shall refund the Relocation Payment to Lessee."

11. Amendment to Section 27 of the Surface Use Agreement. Section 27 of the Surface Use Agreement is hereby amended and restated in its entirety and as amended and restated shall read as follows:

"27. <u>ENFORCEMENT:</u>

Unless provided otherwise under some other provision of this Agreement, all compensation, damages or other payments due to Surface Owner under the terms of this Agreement shall be paid to Surface Owner within thirty (30) days after the event giving rise to such obligation occurs. In the event Lessee fails to take the actions required under this Agreement, unless provided otherwise under some other provision of this Agreement, Surface Owner shall notify Lessee and Lessee shall have thirty (30) days to remedy such failure. If Lessee fails to remedy such failure within such thirty (30) day period, Lessee agrees to pay to Surface Owner an amount equal to $5,000.00 per day beginning on the day after the expiration of said thirty (30) day period and continuing until the day upon which such failure is remedied. In addition, if Surface Owner conducts the required action on behalf of Lessee, Lessee shall also pay to Surface Owner all reasonable costs incurred by Surface Owner related to such required action. All such amounts payable by Lessee under this paragraph shall be due within thirty (30) days of receipt of an invoice from Surface Owner therefor. Any amount not paid within said thirty (30) day period shall bear interest at a rate of eighteen percent (18%) per annum or the highest interest rate allowed by law from its due date until paid."

12. <u>Required FAA Approval</u>. Lessee and Surface Owner acknowledge that the Surface Use Agreement, the Lease and this Amendment are subject to approval by the FAA. In the event the FAA requires any changes to the Surface Use Agreement, the Lease or this Amendment, or requires that either Party or the Parties take any action(s) that conflict with the then current terms of the Surface Use Agreement, the Lease or this Amendment, the Parties agree to work together in good faith to execute and implement any such amendments, modifications, supplements or other agreements as are reasonably necessary to comply with such FAA requirements. Lessee acknowledges and agrees that neither Surface Owner nor the Department of Airports has made any representation or warranty that the terms, provisions or conditions of the Surface Use Agreement, the Lease or this Amendment comply with applicable ordinances, laws, rules, regulations or requirements of the FAA or any other governmental, municipal and/or regulatory authority having jurisdiction over the Surface Premises, the Leased Premises, the Surface Use Agreement, the Lease, this Amendment, or Lessee's operations.

13. <u>Reimbursement of Fees</u>. Lessee shall reimburse Surface Owner for all fees and other amounts payable by Surface Owner to its attorneys, landmen and mineral managers in connection with the preparation and negotiation of this Amendment within ten (10) days after Lessee's receipt of a written invoice for such fees or other such amounts.

14. <u>Global Amendment</u>. The Surface Use Agreement and all exhibits and schedules thereto are hereby modified wherever necessary, and even though not specifically addressed herein, so as to conform to the amendments to the Surface Use Agreement as set forth in this Amendment.

15. Ratification of the Surface Use Agreement. The Parties hereby ratify the Surface Use Agreement (as amended hereby) and agree that all of the provisions of the Surface Use Agreement (as amended hereby) remain in full force and effect.

16. Entire Agreement. This Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No modification or waiver of any provision of this Amendment or consent to departure therefrom shall be effective unless in writing and approved by the Parties, such approval shall not be unreasonably withheld, conditioned, or delayed.

17. **Governing Law. ALL ISSUES AND QUESTIONS CONCERNING THE APPLICATION, CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS.**

18. Binding Agreement. The terms and conditions of this Amendment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of Surface Owner and Lessee. Nothing in this Amendment, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Amendment, except as expressly provided in this Amendment or in the Surface Use Agreement.

19. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. A telecopy or electronic delivery [i.e., the transmission by any Party of its signature on an original or any copy of this instrument via fax machine or over the internet in electronic photostatic form (e.g., pdf Adobe)] shall be deemed to be the delivery by such Party of its original signature hereon.

[Remainder of Page Left Intentionally Blank; Signature Page Follows.]

IN WITNESS WHEREOF, this Amendment has been executed by each of the Parties, effective as of the Effective Date.

SURFACE OWNER:

CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez, City Manager

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 2026, by Tommy Gonzalez, City Manager of the City of Midland, Texas, a municipal corporation, on behalf of said entity.

_____
Notary Public, State of Texas

LESSEE:

MIDLAND-PETRO D.C. PARTNERS, LLC

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 2026, by _____, _____ of Midland-Petro D.C. Partners, LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public, State of Texas

EXHIBIT "A-1(a)"

Attached to that certain Surface Use Agreement
between the City of Midland, Texas, as "Surface Owner"
and
Midland-Petro D.C. Partners, LLC, as "Lessee"

(see attached)

EXHIBIT "A-2(a)"

Attached to that certain Surface Use Agreement
between the City of Midland, Texas, as "Surface Owner"
and
Midland-Petro D.C. Partners, LLC, as "Lessee"

(see attached)

EXHIBIT "B"

Attached to that certain Surface Use Agreement
between the City of Midland, Texas, as "Surface Owner"
and
Midland-Petro D.C. Partners, LLC, as "Lessee"

Lease and Leased Premises

Oil and Gas Lease dated effective as of April 21, 2022, between the City of Midland, Texas, as lessor, and Midland-Petro D.C. Partners, LLC, as lessee, covering the following lands located in Midland County, Texas:

(Section 14)
Being 103.799 acres of land, more or less, out of the West 200 acres of the North half (N/2) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in the following instruments:

1. Being 2.25 acres of land out of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on August 28, 1942, in Book 73, Page 136, Deed Records, Midland County, Texas.

2. The West 80 acres of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on June 8, 1944, In Book 79, Page 557, Deed Records, Midland County, Texas.

3. Tract 1: Being 0.44 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Tract 2: Being 0.486 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Both tracts of land being further described by metes and bounds in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 21, 1961, in Book 359, Page 397, Deed Records, Midland County, Texas.

4. Being 10.753 acres of land, more or less, in the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 24, 1961, in Book 359, Page 399, Deed Records, Midland County, Texas.

5. Being 0.73 acres of land, more or less, in the Southeast (SE) corner of the West 200 acres of the North half (N/2) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 24, 1961, in Book 360, Page 431, Deed Records, Midland County, Texas.

6. Being 9.14 acres of land, more or less, in the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Jack L. Coke, Arthur Hamilton, and Ruth Suehs Phillips, Individually and as Independent Executrix of the

Estate of Otis Phillips, Jr., Deceased, to The City of Midland on June 16, 1978, in Book 642, Page 189, Deed Records, Midland County, Texas.

(Section 15)
Being 492.0873 net mineral acres of land, more or less, out of a 640 acre Section being Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, Less and Except the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of said Section and the following conveyed tracts of land:

LESS AND EXCEPT:

The Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being 40 acres of land, more or less.

A 45.4927 acre tract of land out of a 45.99 acre tract known as the Midland Airpark Addition in the SE part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being more fully described by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 300, Official Records of Midland County, Texas and by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 304, Official Records of Midland County, Texas.

A 53.26 acre tract of land in the NW part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by General Warranty Deed from the City of Midland to Midland Community College District filed on July 26, 1999, in Book 1696, Page 639, Official Records, Midland County, Texas.

A 3.28 acre tract of land now known as Myatt Addition, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Deed from the City of Midland to Max V. Myatt filed on December 17, 1968, in Book 509, Page 546, Deed Records, Midland County, Texas.

A 5.88 acre tract of land now known as the Chandelle Condominiums, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Warranty Deed from the City of Midland to W.M. Hickey filed on October 18, 1966, in Book 474, Page 3, Deed Records, Midland County, Texas.

37.460 acres of land, more or less, being the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, Less and Except a 2.54 acre tract which was conveyed by Warranty Deed from the City of Midland to Hillander School filed on August 26, 1965, in Book 453, Page 163, Deed Records, Midland County, Texas, and being subject to a one-half (1/2) mineral reservation by A.J. Anderson and Lucille Anderson, husband and wife, to Sam Lundie by Warranty Deed filed on May 11, 1929, in Book 44, Page 430, Deed Records, Midland County, Texas.

43.9927 acres of land, more or less, being in Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being further described in the two following tracts:
Tract 1.
Being all of Lot 1, Block 1, Midland Airpark, an Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded in Cabinet F, Page 188, Plat Records of Midland County, Texas.
SAVE AND EXCEPT a 1.5 acre tract of land being described by metes and bounds.
Tract 2.
A tract of land located in the Southwest part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being all of the area shown as a drainage right-of-way on a plat named Midland Airpark as recorded in Cabinet F, Page 188 of the Midland County Plat Records less a SAVE AND EXCEPT tract being a 0.4973 acre tract described by metes and bounds.
Both tracts being more fully described by metes and bounds in Mineral Deed dated January 15, 2013 from Andrea Holt Catania and Holly Holt Williamson, Co-Independent Executrixes for the Estate of Robert B. Holt, Deceased, to the City of Midland as Document Number 2013-1544, Official Records, Midland County, Texas, whereas the City of

Midland received 60% of the minerals and all of the Executive Rights of said land.

(Section 22)
0.518 acres of land, more or less, being a part of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being all of Lots 8 and 9, Block 1, of the Berkshire Place Addition to the City of Midland, Midland County, Texas, as shown by the official map of plat thereof of record in the office of the County Clerk of Midland County, Texas and being more particularly described in that certain Warranty Deed dated March 10, 1958 from William D. Hays, Jr., Individually and as general partner in Hays Construction Company, a co-partnership, to the City of Midland, Texas and recorded at Volume 304, Page 27, Deed Records, Midland County, Texas.

0.761 acres of land, more or less, being a part of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as a portion of Avalon Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume 100, Page 545, Deed Records, and being more particularly described in the two following Warranty Deeds:

1. Being 0.254 acres of land, more or less, out of Avalon Addition, an addition to the City of Midland, Texas, described by metes and bounds, and being more fully described in Warranty Deed dated July 18, 1954 from Ben H. Greenberg and wife, Dora Greenberg to the City of Midland, Texas and recorded at Volume 216, Page 413, Deed Records, Midland County, Texas.

2. Being 0.504 acres of land, more or less, out of Avalon Addition, an addition to the City of Midland, Texas, described by metes and bounds, and being more fully described in Warranty Deed dated June 17, 1998 from C.R. Bailey, joined herein by his wife, Virginia H. Bailey to the City of Midland, Texas and recorded in Volume 1571, Page 367, Deed Records, Midland County, Texas.

98.901 acre tract of land in the N/2 of the NE/4 and the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being more particularly in the two following Warranty Deeds:

1. Being 80 acres of land being the N/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being described by metes and bounds, and being conveyed from William P. Bodine, now a single person, and J.A. Bodine and wife, Oza Bodine, Laverne Murchison (nee Bodine) and husband, Gaines Murchison, and patsy Gene Miles (nee Bodine) and husband, Terrell Miles, the only heirs of Margie Ann Bodine, to the City of Midland dated November 13, 1942, and recorded in Volume 73, Page 351, Deed Records, Midland County, Texas; and

2. Being 18.901 Acres, known as the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being conveyed from O.M. Tyner and wife, Bessie Tyner to the City of Midland dated December 14, 1942, and recorded in Volume 73, Page 361, Deed Records, Midland County, Texas.

Save and Except the following conveyed tracts of land:

SAVE AND EXCEPT:
5 acres of land, more or less, out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, more particularly described by metes and bounds in that Special Warranty Deed dated November 23, 1964 from the City of Midland, Texas, a Home Rule Municipal Corporation to the Midland Council for Retarded Children, Inc., recorded at Volume 441, Page 326 of the Deed Records of Midland County, Texas. Also, known as Lot 1, Block 4 of the "A" Street Community Center, Section 4, an Addition to the City of Midland, Midland County, Texas, according to map or plat or map thereof of record in Cabinet B, Page 359, Plat Records, Midland County, Texas

5.158 acres of land, more or less, out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more particularly

described in that Special Warranty Deed dated June 24, 1965 from The City of Midland, Texas, a Home Rule Municipal Corporation, to Oaklawn Park Baptist Church, Inc., recorded in Volume 450, Page 279 of the Deed Records of Midland County, Texas. Also known as Lot 2, Block 1, “A” Street Community Center, Section 5, an Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 396, Plat Records, Midland County, Texas.

3.86 acre tract of land out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more particularly described in Special Warranty Deed dated July 7, 1971 from the City of Midland, a municipal corporation, to City of Midland Swim Team, Inc. recorded in Volume 551, Page 32, Deed Records, Midland County, Texas. Also known as Lot 3, Block 6, "A" Street Community Center Section 9 according to the map or plat thereof of record in Cabinet I, Page 171, Plat Records, Midland County, Texas.

0.282 acres of land, more or less, being the North 75 feet of Lot 2, Block 3, “A” Street Community Center, Section 3, an Addition to the City to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 352, Plat Records, Midland County, Texas, and being more particularly described in Warranty Deed dated July 11, 2002 from Milagros de Gloria, Inc., Midland, Texas to Midland Young Life Building Foundation, Inc., Midland, Texas and recorded at Volume 2017, Page 818 of the Official Records of Midland County, Texas.

0.617 acres of land, more or less, being Lot 5, Block 3, “A” Street Community Center, Section 3, an Addition to the City to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 352, Plat Records, Midland County, Texas, and being more particularly described in Warranty Deed dated July 11, 2002 from Milagros de Gloria, Inc., Midland, Texas to Midland Young Life Building Foundation, Inc., Midland, Texas and recorded at Volume 2017, Page 818 of the Official Records of Midland County, Texas.

Being 83.984 net mineral acres out of the 98.901 acre tract of land out of the N/2 of the NE/4 and the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

(Section 23)
5.124 acres, more or less, being all of Blocks 1, 2, and 3, of a subdivision of Tracts 31, 32, and 33, Morningside Addition, an addition to the City of Midland, Midland County, Texas, as per plat thereof of record in Volume 180, Page 124, Deed Records, Midland County, Texas, and being more particularly described in Warranty Deed dated April 4, 1955 from W.R. Upham and wife, Lucille A. Upham and H.C. Avery, Jr. and wife, Edith Avery to the City of Midland, Texas recorded in Volume 228, Page 420, Deed Records, Midland County, Texas and Ordinance dated April 26, 1955 petitioned by the Midland Independent School District to the City Council of the City of Midland, which it was ordained to vacate, abandon, and close certain streets, being described in Volume 230, Page 5, Deed Records, Midland County, Texas.

5.33 acre Park Site out of a 10 acre tract situated in the SE corner of W/2 of NW/4, Section Twenty-three (23), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being described by metes and bounds and being more particularly described in Warranty Deed dated March 24, 1958 from Paul McHargue to the City of Midland, a municipal corporation, of the County of Midland, Texas recorded in Volume 288, Page 84, Deed Records, Midland County, Texas.

(Section 26)
0.138 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as all of Lot 24 except the West 4 feet thereof, in Block 2 of Russell & High Addition, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded in Volume 103, Page 473 of the Deed Records of Midland County, Texas, and being more particularly described in that certain Warranty Deed dated November 6, 1995, from Carl E. Schuder and wife, Mary K. Schuder to the City of Midland, and recorded at Volume 1341, Page 753, Deed Records, Midland County, Texas.

0.75 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Lots 3 and 4, Block 1, Barber-Cole Extension, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet C, Page 82, Plat Records, Midland County, Texas. and being more particularly described in that certain General Warranty Deed dated January 9, 1998, from Faustino Quiroz and spouse, Mary Frances Quiroz to the City of Midland, Midland County, Texas and recorded at Volume 1525, Page 8, Deed Records, Midland County, Texas.

0.545 acres of land, more or less, being part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas and being known as Lot 2, Block 1, Barber-Cole Extension, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet C, Page 82, Plat Records, Midland County, Texas., and being more particularly described in that certain General Warranty Deed dated January 9, 1998, from A.T. Mendoza to the City of Midland, recorded in Volume 1525, Page 14, Deed Records, Midland County, Texas.

1.468 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Ida Jo Moore Park, in Ridglea Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume 130, Page 237, Deed Records, No conveyance could be found of record conveying an interest to the City of Midland.

0.239 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Block 12, Highland Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed dated May 3, 1949 from Armintie Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W.T. Brown; Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, Midland County, Texas and recorded at Volume 110, Page 94, Deed Records, Midland County, Texas.

0.066 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as a small triangle of land located in Highland Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed dated May 3, 1949 from Armintie Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W.T. Brown; Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, Midland County, Texas and recorded at Volume 110, Page 94, Deed Records, Midland County, Texas.

0.377 acres of land, more or less, being part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas and being known as Lots 1, 2, 3, and the East 14 Feet of Lot 4, Block 5, Elmwood, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 59, Page 133, Deed Records, and being more particularly described in that certain Warranty Deed dated June 11, 1940, from B.G. Grafa and wife, Mable Grafa to the City of Midland, recorded in Volume 66, Page 352, Deed Records, Midland County, Texas.

0.805 acres of land, more or less, being Lots 7-11, Block 1, Original Town of Midland, an addition to the City of Midland, Midland County, Texas, located partly in Section 26 and Section 35, Block 39, T-1-S, T&P Rwy. Co. Survey, Midland County, Texas, as per map or plat thereof recorded in Volume 47, Page 526 of the Deed Records of Midland County, Texas, and being more particularly described in that certain Warranty Deed dated August 18, 1988 executed by Georgina G. Figueroa to the City of Midland, recorded in Volume 979, Page 115 of the Deed Records of Midland County, Texas.

0.161 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas, and being known as Lot Twelve (12), Block One (1), Original Town, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 3, Pages 232 and 233, Deed Records, Midland County, Texas, and being more particularly described in that certain Deed, dated November 15, 1988, from Vincenta Rodriguez, joined by husband, Ruben P. Rodriguez to City of Midland, recorded at Document Number 986-309, Deed Records, Midland County, Texas.

N 100' of NW/4, Block 2, Original Town of Midland, an addition to the City of Midland, Midland County, Texas, located partly in Section 26 and Section 35, Block 39, T-1-S, T&P Rwy. Co. Survey, Midland County, Texas, as per map or plat thereof recorded in Volume 47, Page 526 of the Deed Records of Midland County, Texas.

0.964 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as the East One-Half of Block 28, Homestead, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 1, Page 242, Deed Records, and being more particularly described in that certain Special Warranty Deed dated February 8th, 1989 Prudential Insurance Company of America to the City of Midland, recorded at Volume 994 Page 524, Official Public Records, Midland County, Texas.

0.964 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as the West One-Half of Block 28, Homestead, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 1, Page 242, Deed Records, and being more particularly described in that certain Warranty Deed dated December 19th, 1991 from MWJ Producing Company to the City of Midland, recorded at Volume 1106 Page 199, Official Public Records, Midland County, Texas.

0.37699 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lots 1, 2, and 3, and the East 14 feet of Lot 4, Block 5, Elmwood, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 59, Page 133, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated December 19th, 1991 from B. G. Grafa and wife, Mable C. Grafa to the City of Midland, recorded at Volume 66 Page 352, Official Public Records, Midland County, Texas.

0.13799 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 24 Except the West 4 feet, Block 2, Resurvey of Russell & High Addition, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 103, Page 1473, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated November 6th, 1995 from Carle E. Schuder and wife, Mary K. Schuder to the City of Midland, recorded at Volume 1341 Page 753, Official Public Records, Midland County, Texas.

0.5449 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 1, Barber Cole Extension, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet C, Page 82, Deed Records, and being more particularly described in that certain General Warranty Deed Agreement dated January 21st, 1998 from A. T. Mendoza to the City of Midland, recorded at Volume 1525 Page 14, Official Public Records, Midland County, Texas

0.75 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 3 and 4, Block 1, Barber Cole Extension, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet C, Page 82, Deed Records, and being more particularly described in that certain General Warranty Deed Agreement dated January 9th, 1998 from Faustino Quiroz and spouse, Mary Frances to the City of Midland, recorded at Volume 1525 Page 8, Official Public Records, Midland County, Texas

0.24299 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 15, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 694, Page 579, Deed Records, and being more particularly described in that certain Special Warranty Deed Agreement dated January 9th, 1998 from the City of Midland to the City of Midland, recorded at Volume 694 Page 579, Official Public Records, Midland County, Texas.

0.5 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 18, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 694, Page

579, Deed Records, and being more particularly described in that certain Special Warranty Deed Agreement dated January 9th, 1998, recorded at Volume 694 Page 579, Official Public Records, Midland County, Texas.

0.04 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as 0.04 acres out of the resurvey of Block 1, Richardson Abilene, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 64, Page 125, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated July 7th, 1945 from Henry Butler and wife, Margaret Butler to the City of Midland, recorded at Volume 86 Page 39, Official Public Records, Midland County, Texas

0.11 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Block 12, Highland Addition, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed Agreement dated May 3rd, 1949 from Aminite Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W. T. Brown, Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, recorded at Volume 110 Page 94, Official Public Records, Midland County, Texas.

0.155 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Tract 12, Block 1 and 2, W W Harris Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Volume 100, Page 602, Plat Records, Midland County, Texas.

1.46 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Riglea Park, Riglea (aka Ida Jo Moore Park) Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet A, Page 74, Plat Records, Midland County, Texas.

0.066 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as 87 feet x 35 feet x 80 feet, South Triangle of Block 8, Highland Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet B, Page 69, Plat Records, Midland County, Texas.

0.0929 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being a triangle shaped median or strip of land at the intersection East Louisiana Avenue and North Lamesa Road **(**700 North Mineola Street, Midland, Texas; Property ID R25919), Midland County, Texas.

0.021 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being a portion of the Southeast corner of Lot 6, Block 28, Cowden, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet B, Page 22, Plat Records, Midland County, Texas.

W/2 Block 28, Homestead Addition, an addition to the City of Midland, as per plat of record in Volume 1, Page 242, Deed Records, Midland County, Texas.

E/2 Block 28, Homestead Addition, an addition to the City of Midland, as per plat of record in Volume 1, Page 242, Deed Records, Midland County, Texas.

Lot 2, except 0.035 acres thereof described in Document #2018-3235 from City of Midland to Mark L. Branum, dated 10/12/2018, Block 15, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet D, Page 17, Plat Records, Midland County, Texas.

Lot 4, Block 18, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet D, Page 17, Plat Records, Midland County, Texas.

Oil and Gas Lease dated effective as of March 2, 2026, between the Midland College District, formerly known as the Midland Community College District, as lessor, and Midland-Petro D.C. Partners, LLC, as lessee, covering the following lands located in Midland County, Texas:

Being a **53.26 acre tract of land, located in the Northwest part of section 15, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas;** boundary being further described by metes and bounds as follows:

BEGINNING at (Y=l0,708,382.88', X=l,745,852.79') at a ½" iron rod with plastic cap marked "PLS 1974" set in the Southwesterly boundary of said Midland Airpark property and the Northeasterly boundary line of a 20.374 acre tract, at the Northwest corner of this tract, being the south east corner of a 1.16 acre tract surveyed this day, from whence the Northwest corner of said section 15, Block 39, T-1-S, bears S. 75° 52' 33" W. a distance of 430.83 feet, S. 75° 42' 10" W. a distance of 40.00 feet and N. 14° 17' 50" W. a distance of 1021.54 feet;

THENCE N. 75° 52' 33" E. parallel to the centerline of Midland Airpark Runway 7-25, a distance of 2152.95 feet to a 1/2" iron rod marked with a plastic cap marked "PLS 1974" set at the Northeast corner of this tract;

THENCE S. 14° 08' 41" E. parallel to the centerline of Midland Airpark Runway 16-34, a distance of 2154.70 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the Southeast corner of this tract;

THENCE N. 59° 06' 40" W. with the Northeasterly boundary line of Midland College as described in Volume 566, Page 103, Deed Records, Midland County, and a 28.00 acre tract and said 20.347 acre tract being a Southwesterly boundary line of said Midland Airpark property, a distance of 3046.52 feet to the **PLACE OF BEGINNING.**

EXHIBIT "E"

Attached to that certain Surface Use Agreement
between the City of Midland, Texas, as "Surface Owner"
and
Midland-Petro D.C. Partners, LLC, as "Lessee"

Midland Airpark Operational Requirements

1. Contractor Safety.

Lessee, together with any contractor, subcontractor, anyone directly or indirectly employed by them, or anyone that they control or exercise control over, conducting any operations on or near Midland Airpark on behalf of Lessee or any contractor or subcontractor (collectively, "Lessee Personnel") shall successfully complete airfield safety training administered or approved by employees or representatives of Surface Owner's Department of Airports and/or the City of Midland, Texas (collectively, "Airport Personnel") prior to accessing the project site. Lessee shall maintain complete and current records evidencing training completion and attendance for all applicable Lessee Personnel at all safety meetings required by Airport Personnel. Surface Owner and Airport Personnel shall have the right to inspect and review all such records at any time during Lessee's normal business hours.

2. Escort Compliance.

All Lessee Personnel on or near Midland Airpark shall be escorted by Airport Personnel at all times. These escort requirements shall be strictly enforced. Any violation of the escort requirements or any airfield safety rules shall constitute grounds for immediate removal of the offending individual from Midland Airpark. Furthermore, in the event any Lessee Personnel violates any of the escort requirements or any airfield safety rules, Lessee shall pay the Department of Airports the sum of $10,000.00 for each such violation within ten (10) business days after Lessee receives written notice of such violation from Surface Owner or Airport Personnel. All Lessee Personnel who violate any of the escort requirements or any airfield safety rules shall be required to successfully re-complete airfield safety training administered or approved by Airport Personnel prior to re-entering the project site. In the event of repeated or any material violation by Lessee Personnel of the escort requirements or any airfield safety rules, Surface Owner, in its sole discretion, shall have the right to suspend Lessee's operations under the Agreement or to terminate the Agreement by providing written notice of such suspension or termination to Lessee.

3. Accountability and Oversight.

Lessee shall designate a qualified on-site safety supervisor who shall monitor safety compliance by Lessee Personnel at all times during operations on or near Midland Airpark. Lessee shall provide the names, cell phone numbers and email addresses of the persons who shall serve as on-site safety supervisors for Lessee's operations. During all times that there is any Lessee Personnel on or near Midland Airpark, Lessee shall ensure that there is an on-site safety supervisor on the project site. On or before five (5) business days prior to the first day of each calendar month,

Lessee shall furnish Surface Owner and Airport Personnel designated by the Department of Airports with a written schedule showing the names, cell phone numbers and email addresses of such on-site safety supervisors along with the dates and times that each such on-site safety supervisor is to be on duty at the project site. Lessee shall notify Surface Owner and any Airport Personnel designated by the Department of Airports of any changes in any such schedule immediately upon Lessee having knowledge of any such change. Lessee shall coordinate daily with Airport Personnel regarding escort activities and site access. Airport Personnel shall have the right to suspend Lessee's operations immediately whenever, in Airport Personnel's sole discretion, such suspension is necessary. Any overtime costs or after-hours escort costs incurred by the Department of Airports or by Surface Owner in connection with Lessee's operations on or near Midland Airpark shall be reimbursed by Lessee within ten (10) business days after Lessee receives a written invoice of such costs from Surface Owner or Airport Personnel.

4. Protection of Airport Operations.

All of Lessee's operations shall be performed in a manner that does not interfere with aircraft movement areas, navigational aids, or other airport operations, and, without limitation, Lessee shall comply with all applicable FAA 7460 determinations and conditions. Airport Personnel may restrict Lessee's operations to Midland Airpark's non-peak operational hours, including, without limitation, prohibiting work during Surface Owner's "Fly into Fall" event, the five-kilometer race and one-mile "fun run" administered by the Midland Athletic Company, and any similar events. Any temporary closure or operational impact shall require the prior written approval of the Department of Airports, which approval shall be at the sole discretion of the Department of Airports.

5. Infrastructure Protection, Repair Responsibility and Financial Protection.

Lessee shall be solely responsible for any damage to Midland Airpark infrastructure arising out of or related to Lessee's operations, including, without limitation, damage to pavement surfaces (e.g., runways, taxiways, aprons, roadways or parking areas), lighting, signage, marking systems, navigational aids, drainage facilities, utility systems, and communications systems. Lessee shall immediately repair any such damage using methods and materials approved in advance by Airport Personnel, and shall remain responsible for long-term maintenance of any areas or infrastructure affected by pipeline construction or operation, or related damage. Lessee's provision and continuous maintenance of a letter of credit, certificate of deposit or surety bond in form and substance satisfactory to the Department of Airports in the amount of $1,000,000.00 shall be a condition of obtaining and maintaining any oil and gas well permit(s) issued by the City of Midland, Texas for operations on or near Midland Airpark (each, a "Permit") in addition to all other applicable requirements contained in Section 6-1-23 of the Midland City Code. Lessee has provided such letter of credit, certificate of deposit or surety bond to the Department of Airports prior to the execution of the Second Amendment to Surface Use Agreement to which these Operational Requirements are attached, which will serve to secure payment to the Department of Airports for any such damages or maintenance and for any future removal, alteration, change, adaptation, or conformance of any of Lessee's pipelines, flowlines or permitted facilities or structures located on or near Midland Airpark property that may be required under this Agreement. Notwithstanding whether the requirements of this paragraph are expressly incorporated into any Permit, any Permit issued for operations on or near Midland Airpark shall be deemed invalid at

any time that the letter of credit, certificate of deposit or surety bond requirements set forth in this paragraph are not fully satisfied, and any operations conducted under a Permit at a time when such requirements are not fully satisfied shall be deemed unauthorized operations conducted without a valid Permit. In the event the Department of Airports incurs any costs or expenses related to damage or maintenance of airport areas or infrastructure or to the removal, alteration, change, adaptation, or conformance of any of Lessee's pipelines, flowlines or permitted facilities or structures, in any case for which Lessee is responsible under this Agreement, the Department of Airports shall provide to Lessee written notification of such costs or expenses together with invoices, receipts or other reasonable documentation supporting such costs or expenses, and Lessee shall reimburse the Department of Airports for such costs or expenses within ten (10) days after Lessee's receipt of such notice and supporting documentation. In the event Lessee does not reimburse the Department of Airports within such ten (10) day period, the Department of Airports may draw upon and receive from such letter of credit, certificate of deposit or surety bond such amounts as are necessary for the Department of Airports to reimburse itself for such costs or expenses incurred by the Department of Airports. In such case, the Department of Airports shall notify Lessee in writing of such draw(s) from the letter of credit, certificate of deposit or surety bond. Lessee shall then have ten (10) days from its receipt of such notice from the Department of Airports to restore the letter of credit, certificate of deposit or surety bond to $1,000,000.00. In the event such letter of credit, certificate of deposit or surety bond is not restored to $1,000,000.00 within such ten (10) day period, Lessee’s Permit(s) shall be deemed invalid and Lessee’s operations under such Permit(s) shall immediately cease until Lessee restores the required letter of credit, certificate of deposit or surety bond to $1,000,000.00. For clarification, the existence or use of the letter of credit, certificate of deposit or surety bond required under this paragraph shall not be deemed to limit in any manner any liability or responsibility of Lessee under this Agreement. In the event the Department of Airports incurs costs and expenses for which Lessee is responsible under this Agreement in amounts greater than the limit of the letter of credit, certificate of deposit or surety bond required hereunder, Lessee shall be responsible for reimbursing the Department of Airports for such amounts. In the event the Department of Airports submits to Lessee costs and expenses for reimbursement hereunder and Lessee believes that Lessee should not be required to reimburse the Department of Airports for such costs and expenses under the terms of this Agreement, Lessee may submit a written objection with the Department of Airports within ten (10) days of Lessee's receipt of written notification from the Department of Airports of the requested reimbursement. Surface Owner's Director of Airports (the "Director") shall review the objection and give Lessee the opportunity to be heard and present facts that Lessee deems relevant. The Director shall make a determination as to whether the costs and expenses in question are reimbursable by Lessee hereunder and shall notify Lessee in writing of his or her decision. In the event the Director determines that Lessee is responsible for any such costs or expenses, Lessee shall reimburse the Department of Airports for such costs or expenses within ten (10) days after Lessee's receipt of such notification. If Lessee does not reimburse the Department of Airports within such ten (10) day period, the Department of Airports may draw upon and receive from such letter of credit, certificate of deposit or surety bond such reimbursable amounts as provided above in this paragraph. In such case, the Department of Airports shall notify Lessee in writing of such draw(s) and Lessee shall then have ten (10) days from its receipt of such notice from the Department of Airports to restore the letter of credit, certificate of deposit or surety bond to $1,000,000.00. As provided above, in the event such letter of credit, certificate of deposit or surety bond is not restored to $1,000,000.00 within such ten (10) day period, Lessee’s Permit(s)

shall be deemed invalid and Lessee's operations under such Permit(s) shall immediately cease until Lessee restores the required letter of credit, certificate of deposit or surety bond to $1,000,000.00.

6. Documentation and Approval.

Prior to commencing any operations on or near Midland Airpark, Lessee shall submit to the Department of Airports and to Surface Owner for review and approval final construction plans, phasing and access plans, an emergency response plan, and an environmental and spill response plan, together with any additional supporting materials reasonably requested by Airport Personnel or Surface Owner. The approval of such plans shall be at the Department of Airports' and Surface Owner's discretion, such approval shall not be unreasonably withheld, conditioned, or delayed. In the event of any unapproved material change by Lessee in any of the plans required under this paragraph, Surface Owner, in its sole discretion, shall have the right to suspend Lessee's operations under the Agreement or to terminate the Agreement by providing written notice of such suspension or termination to Lessee.

7. Ongoing Coordination.

Lessee shall participate in regular coordination meetings with Airport Personnel at intervals determined by Airport Personnel, and applicable Lessee Personnel shall attend all required safety briefings, scheduling meetings, and construction progress meetings throughout the duration of the project.

City Council Meeting

Item Number: 14.
Meeting Date: June 23, 2026
To: City Council
From: Alexis Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 2, 3, AND 4, AND THE EAST NINE FEET OF LOT 5, BLOCK 8, REPLAT OF LOMA LINDA ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST SCHARBAUER DRIVE, APPROXIMATELY 85 FEET WEST OF NORTH LAMESA ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD JUNE 9, 2026)

Purpose:
Applicant Carmen Lopez is requesting a Specific Use Designation, with term, to allow for the sale and on-premises consumption of alcoholic beverages at Rudy's Sports Bar, located at 409 E. Scharbauer Dr.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The property to the west and east are zoned RR, Regional Retail and is the location of retail stores and shops. The properties to the south and north are SF2, single-family dwelling district.

Analysis:

The property is zoned RR, Regional Retail District. The RR zoning allows for Alcoholic Beverages Sales for On-Premises Consumption in a Bar with the approval of an SUD. The property does not have an existing SUD. Per the approved plans, the site will have adequate parking and circulation. The total area of the bar is 7,773 square feet and the proposed alcohol serviceable area is 6,568 square feet.

The proposed days and hours of operation are:

Monday through Sunday from 4 p.m. to 2 a.m.

The applicant is requesting the following alcohol serviceable hours.

Monday through Sunday from 4 p.m. to 2 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections. Please get in touch with the Fire Marshal's office to ensure deficiencies identified in the last fire inspections have been corrected..

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Transportation: (Approved)

No objections. [For the Applicant’s information only.]

Building Code: (Approved)

The SUD for Rudy's Sports Bar is acceptable. The property must adhere to the maximum occupant load of 160 persons for the alcohol serviceable area. Occupancy loads must be

posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) Rudy's Sport Bar is an establishment that will provide Midland residents with a unique social gathering experience**.** Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a bar, subject to conditions A through G.

Conditions:

A. **That the serviceable area of the Establishment shall be limited to approximately 6,568 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.**

B. **That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.**

C. **That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 4 p.m. to 2 a.m. of the following day.**

D. **That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

E. **That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.**

F. **That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.**

G. **That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.**

Letters of Objection:

As of May 29, 2026, staff has not received any letters of objections.

Attachments:

A. ORD w exh - SUD-26-0228.Carmen Lopez (Rudy's Sports Bar) - Alcohol Sales Ord w Exh
B. SUD-26-0228, Combined Documents
C. SUD-26-0228, Alcohol SUD

Rachel Guentensberger, City Secretary Created/Initiated - 6/12/2026

ORDINANCE NO. _____

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

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lots 2, 3, and 4, and the east nine feet of Lot 5, Block 8, Replat of Loma Linda Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a bar (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 6,568 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 4:00 p.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

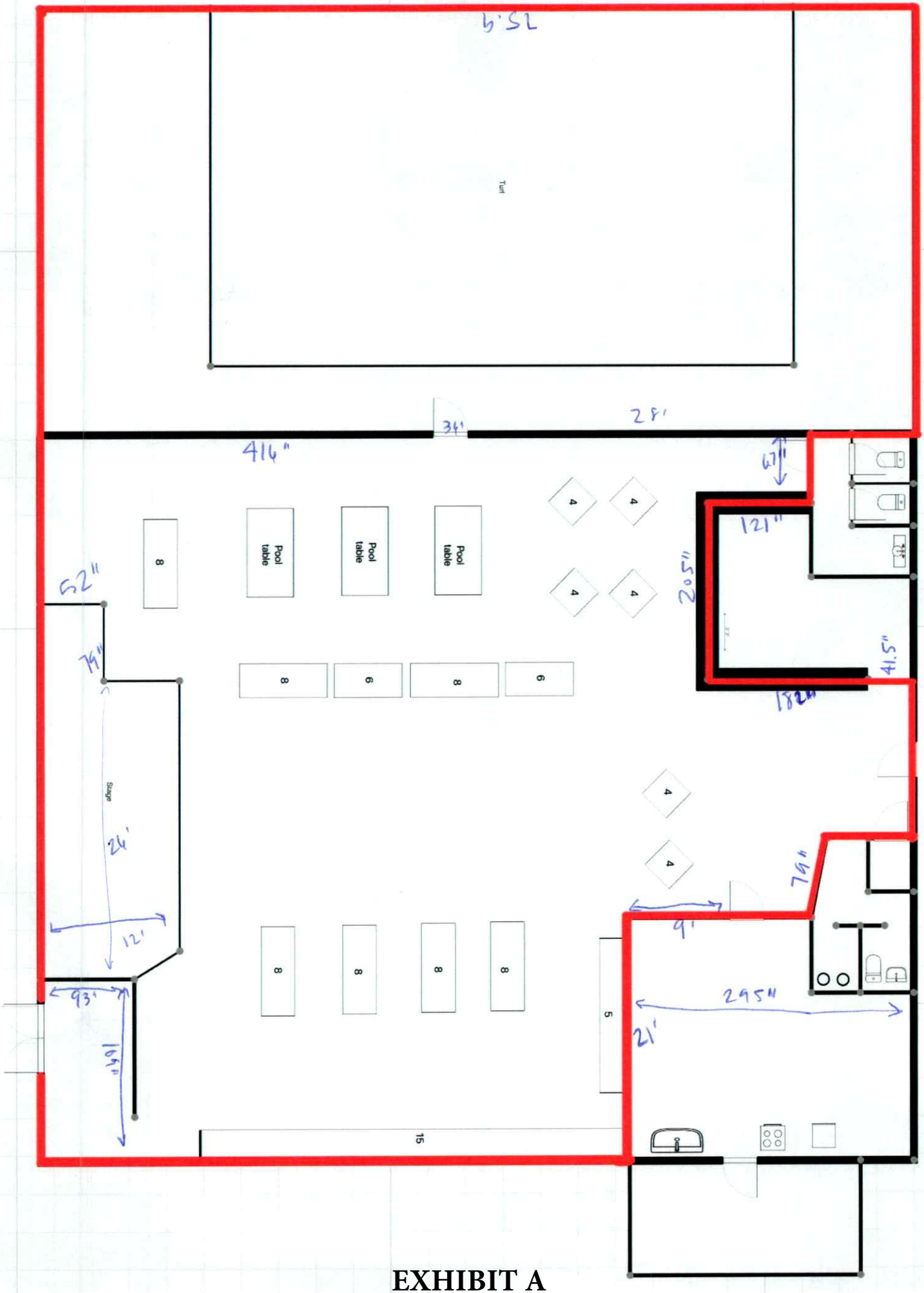
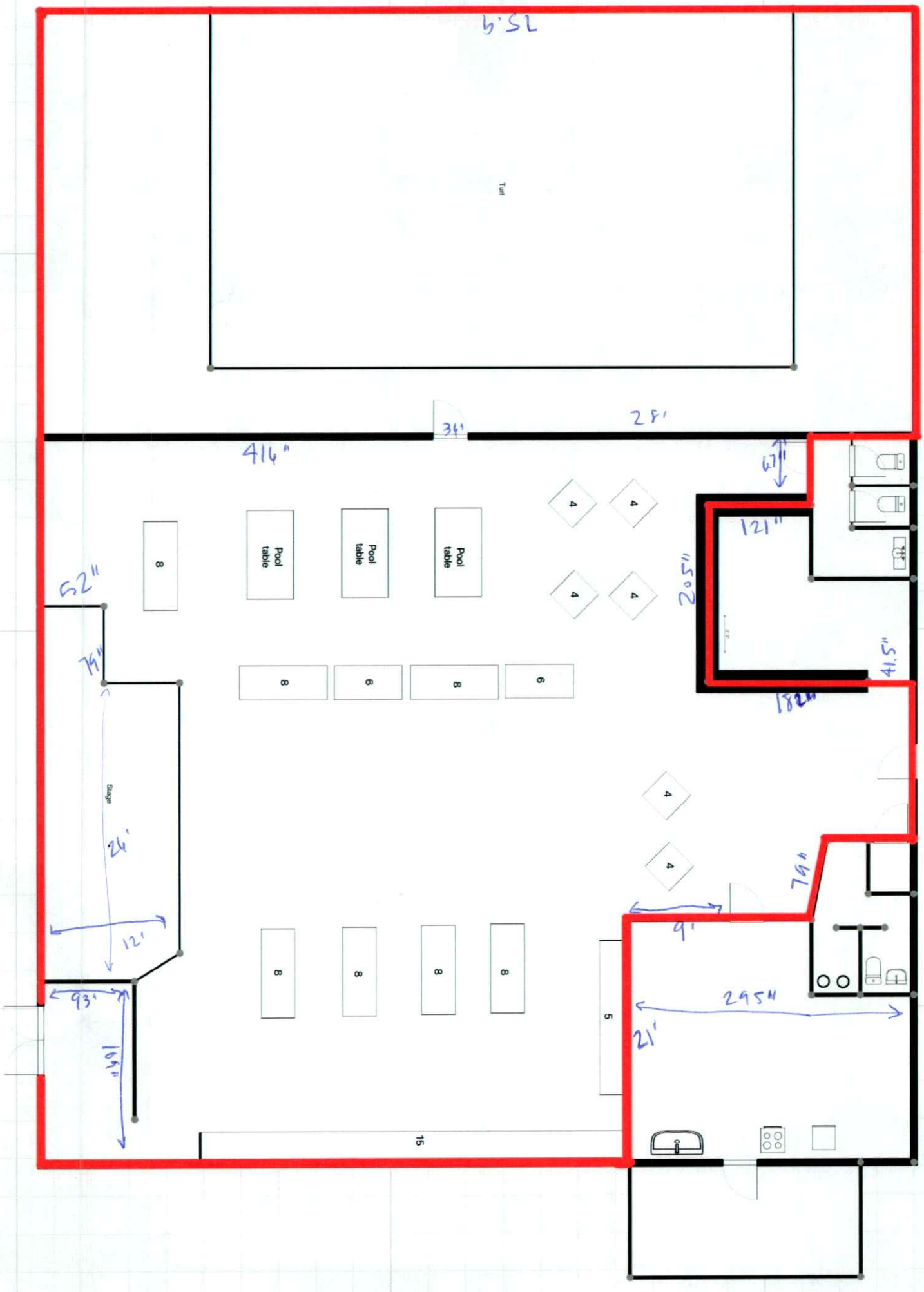
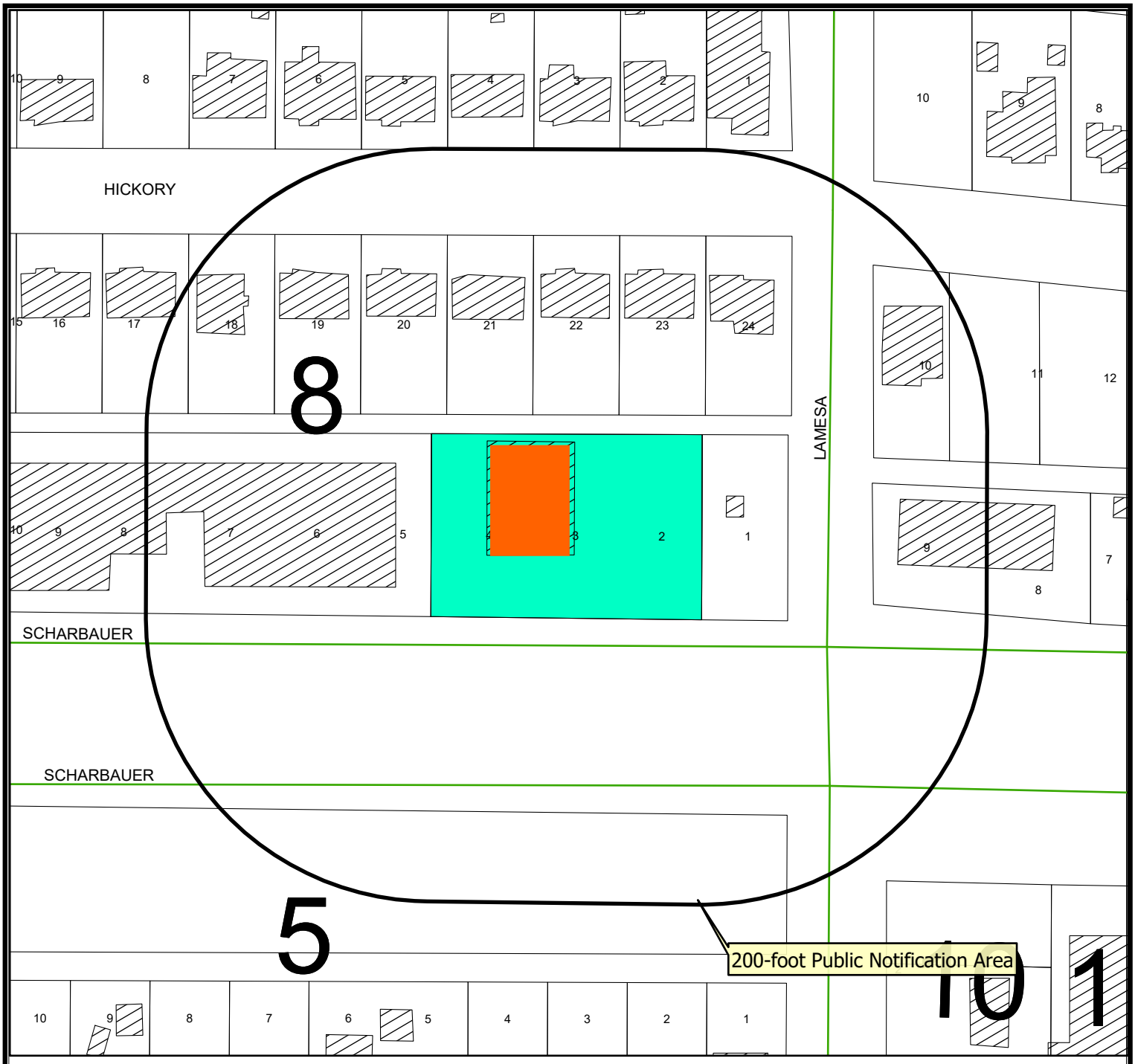

Turf
34'
28'
416"
67"
121"
205"
41.5"
182"
52"
75"
Pool table
Pool table
Pool table
8
6
8
6
4
4
4
4
Slope
24'
12'
93"
166"
8
8
8
8
5
4
4
79"
9'
295"
21'
15

EXHIBIT A


Turf
34'
28'
416"
67"
121"
205"
41.5"
182"
52"
75"
Pool table
Pool table
Pool table
8
8
6
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Slope
24'
12'
93"
166"
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9'
79"
295"
21'
15



Location Map

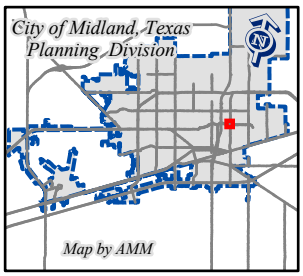
SUD-26-0228 **Scale: 1" = 100 '**

Consider a request by Carmen Lopez for a Specific Use Designation with Term for the sale of all alcoholic beverages for on premises consumption, in a restaurant, for all of Lots 2, 3, and 4, and the east 9 feet of Lot 5, Block 8, Replat of Loma Linda Addition, City and County of Midland, Texas.

Generally located on the north side of East Scharbauer Drive, approximately 85 feet west of North Lamesa Road. (Council District 2)

LEGEND

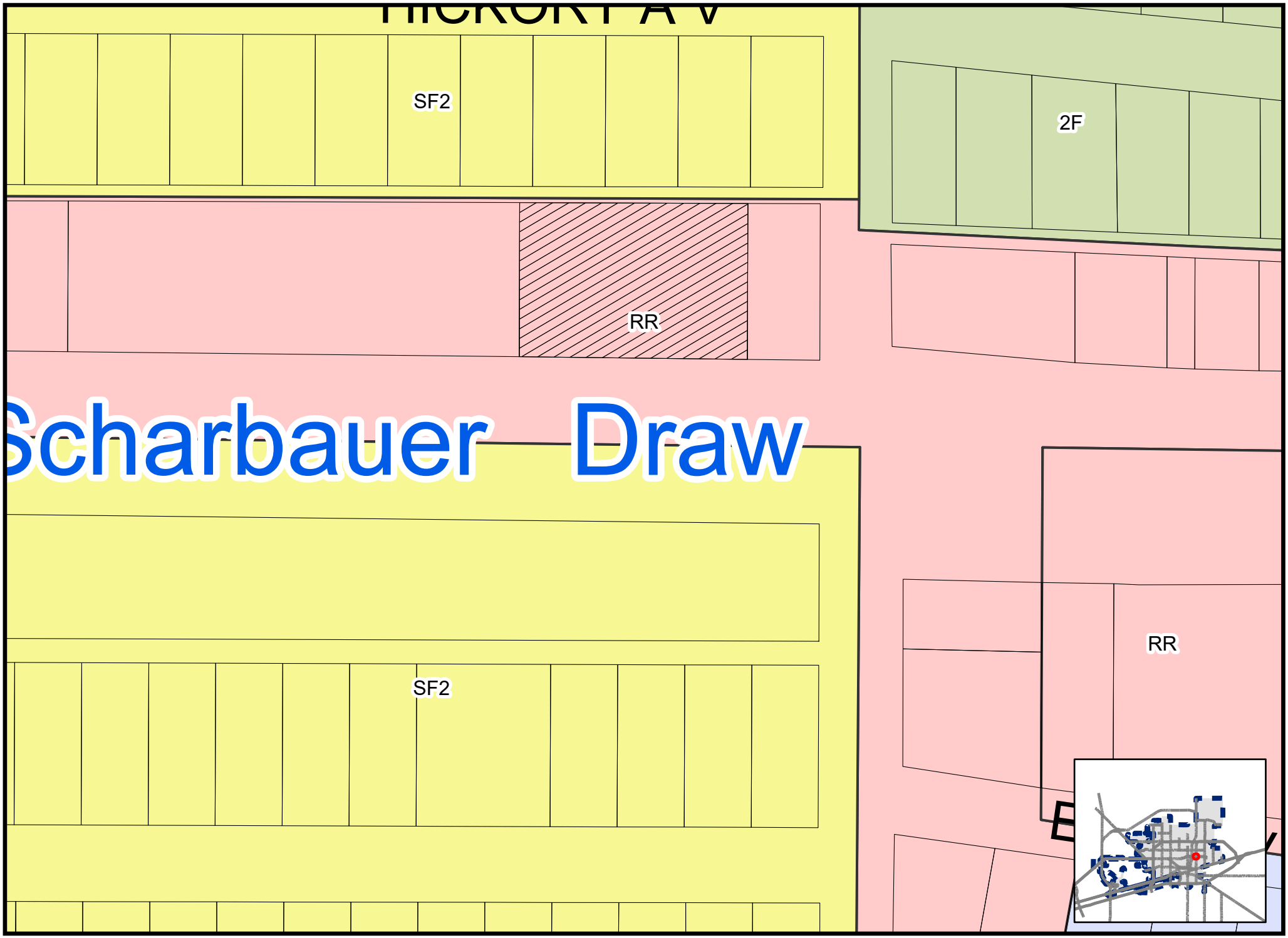
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Created: 4/27/2026

SUD-26-0228

Scale: 1" = 100 '

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISION

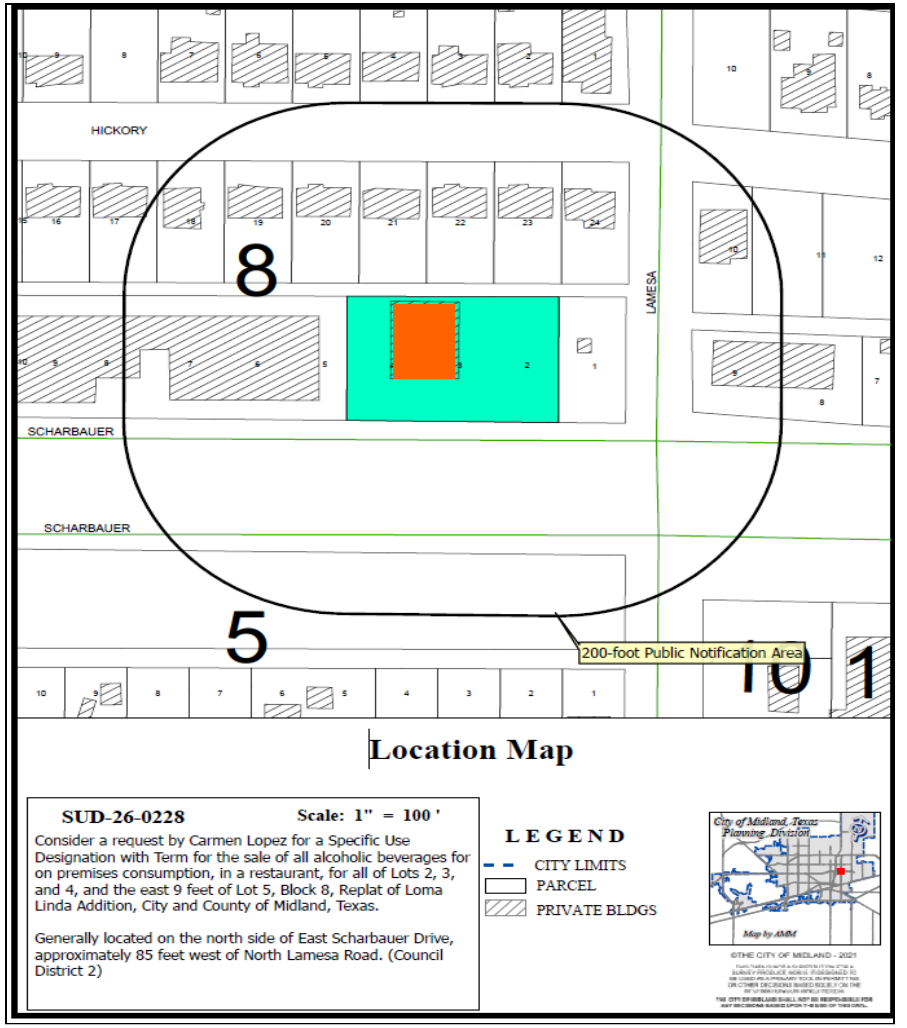

408
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414
416
418
420
422
8
1100
1102
1104
1101
409
SCHARBAUER
SCHARBAUER


Rudy's
RUDY's Sports Bar


MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION
RUDY'S SPORTS BAR
Visit Our Website
MIDLANDTEXAS.GOV

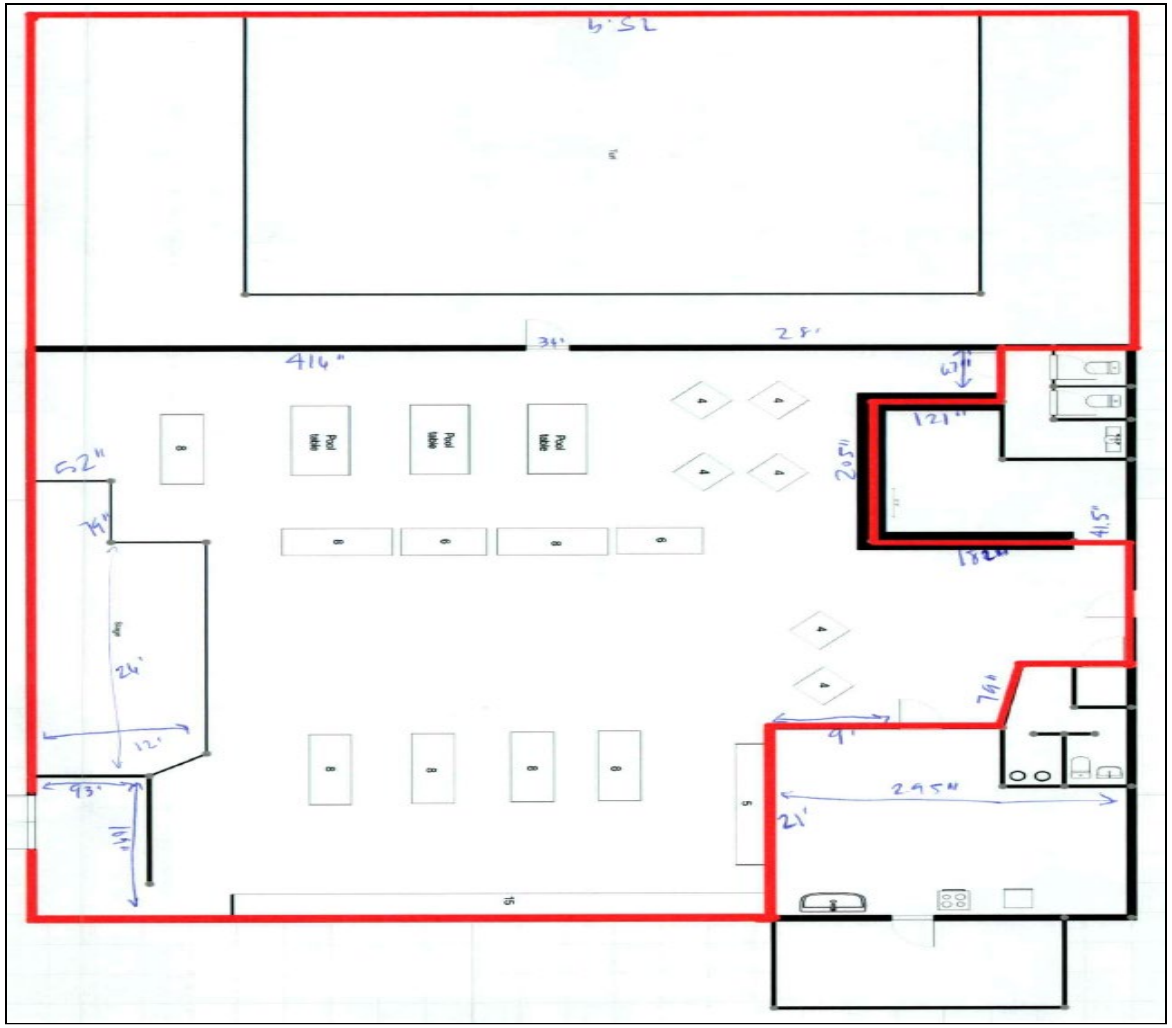
APPLICATION SUMMARY

- **Applicant and Property Owner:** Carmen Lopez
- **Location:** 409 East Scharbauer
- **Reason for Request:** For the sale and on-premises consumption of alcohol



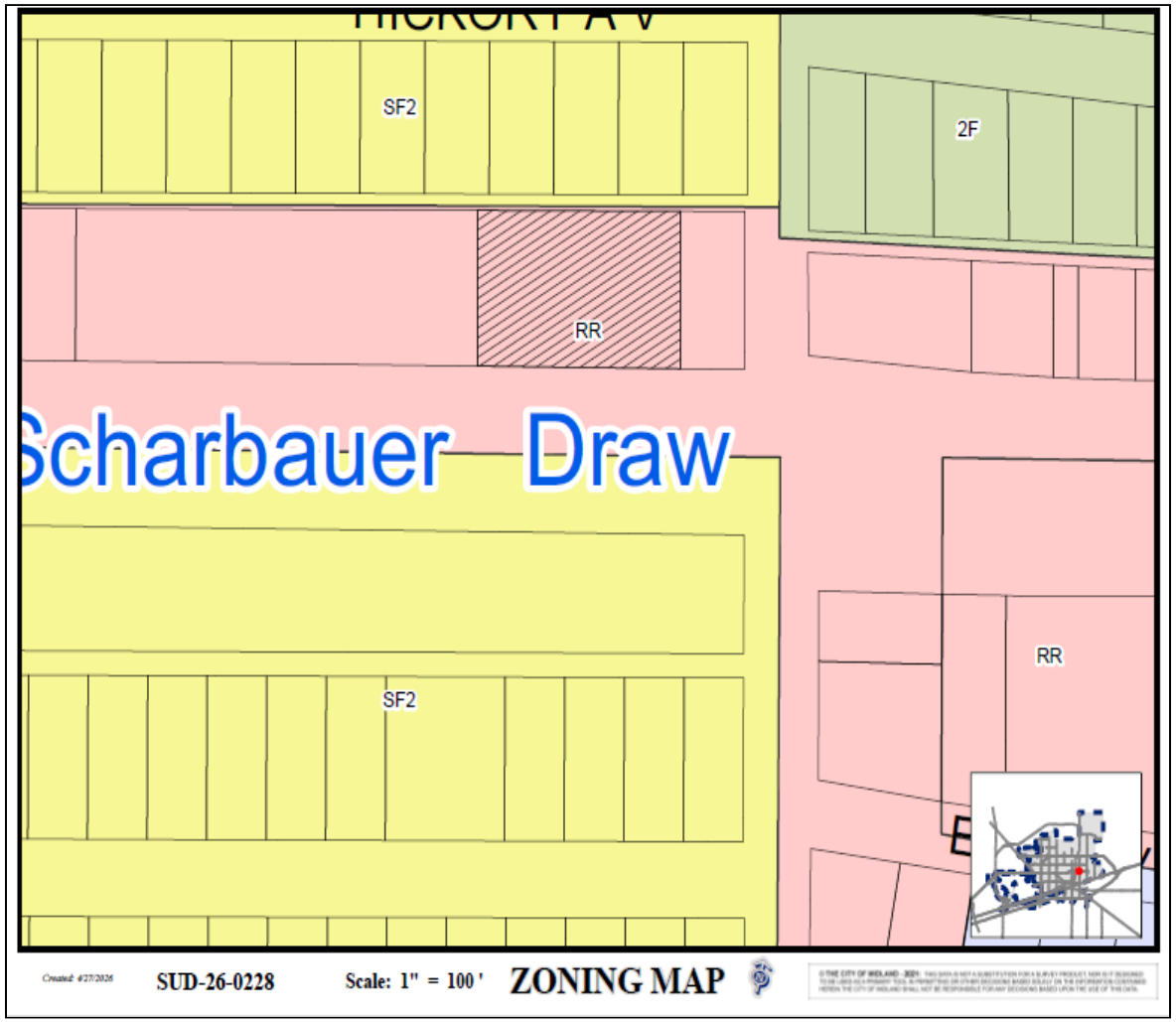
DETAILS OF REQUEST

- For an existing business
- **Area of Business:** 7,773 SF
- **Serviceable Area:** 6,568 SF
- **Hours of Operation** and **Proposed Hours of Alcohol Service:** Monday through Sunday from 4 p.m. to 2 a.m.



ZONING

- **Current Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North, South and West:** SF2, Single Family Dwelling
  - **East:** RR, Regional Retail District
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



MIDLAND
Be the Energy!

LAND USE

- **Current Use: Bar**
- **Surrounding Uses:**
  - **North and South:** Single Family Homes
  - **East:** Water kiosk
  - **West:** Commercial Building
- **Proposed Use: Bar**



MIDLAND
Be the Energy!



On East Scharbauer, Looking North

7

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”



PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*



STAFF'S RECOMMENDATION

- No objections were received.
- The Planning & Zoning Commission recommended approval of this request on May 18, 2026.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 6,568 square feet as shown in Exhibits A, which are attached hereto and incorporated herein for all purposes.



STAFF'S RECOMMENDATION

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:
Monday through Sunday from 4 p.m. to 2 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.



STAFF'S RECOMMENDATION

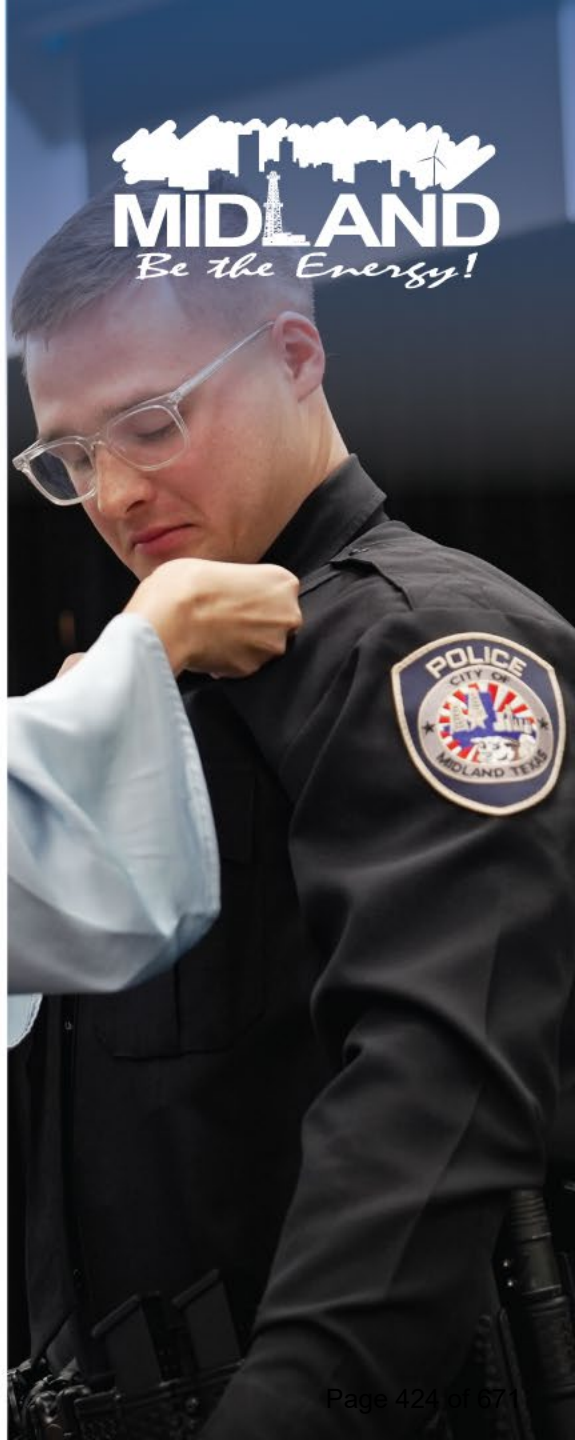
E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.



STAFF'S RECOMMENDATION

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.



MISSION

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



City Council Meeting

Item Number: 15.
Meeting Date: June 23, 2026
To: City Council
From: Alexis Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 3A, BLOCK 62, BELMONT ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 390 FEET EAST OF SOUTH BAIRD STREET), WHICH IS PRESENTLY ZONED BP, I-20 BUSINESS PARK DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD JUNE 9, 2026)

Purpose:
Marcus Schwartz, on behalf of RMLS HopTX, LLC, is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption in a restaurant, IHOP/Applebee's located at 301 East Interstate 20.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

BP, I-20 Business Park District

Surrounding Zoning and Land Use:

The property to the north and west is zoned PD, Planned Development District for housing development and retail development. The properties to the east and south is BP, I-20 Business Park District.

Analysis:

The property is zoned BP, I-20 Business Park District. The BP zoning allows for Alcoholic Beverages Sales for On-Premises Consumption in a Restaurant with the approval of an SUD. The property does not have an existing SUD. Per the approved plans, the site will have adequate parking and circulation. The total area of the restaurant is 3,725 square feet and the proposed alcohol serviceable area is 2,223 square feet.

The proposed days and hours of operation are:

Monday through Sunday from 12 a.m. to 12 a.m.

The applicant is requesting the following alcohol serviceable hours.

Monday through Saturday from 7 a.m. to 2 a.m.
Sunday from 10 a.m. to 2 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

Contact the Fire Marshal's Office for a fire inspection before opening the business.

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Transportation: (Approved)

No objections. [For the Applicant’s information only.]

Building Code: (Approved)

The SUD for IHOP/ Applebee's is acceptable. The property must adhere to the maximum

occupant load of 147 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code

Planning:

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) IHOP is an establishment that will provide Midland residents with a unique social gathering experience**.** Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in restaurant, subject to conditions A through G.

Conditions:

A. **That the serviceable area of the Establishment shall be limited to approximately 2,223 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.**

B. **That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.**

C. **That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Saturday from 7 a.m. to 2 a.m. Sunday from 10 a.m. to 2 a.m. of the following day.**

D. **That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

E. **That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.**

F. **That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.**

G. **That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this**

ordinance

Letters of Objection:

As of May 29, 2026, staff has not received any letters of objections.

Attachments:

A. ORD w exh - SUD-26-0229.RMLS Bevco (IHOP, Applebee's) - Alcohol Sales Ord w Exh
B. SUD-26-0228, Combined Docs
C. SUD-26-0229, Alcohol SUD

Rachel Guentensberger, City Secretary Created/Initiated - 6/12/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 3A, BLOCK 62, BELMONT ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 390 FEET EAST OF SOUTH BAIRD STREET), WHICH IS PRESENTLY ZONED BP, I-20 BUSINESS PARK DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 3A, Block 62, Belmont Addition, Section 13, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present BP, I-20 Business Park District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 2,223 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

   Monday through Saturday from 7:00 a.m. to 2:00 a.m. of the following day; and Sunday from 10:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

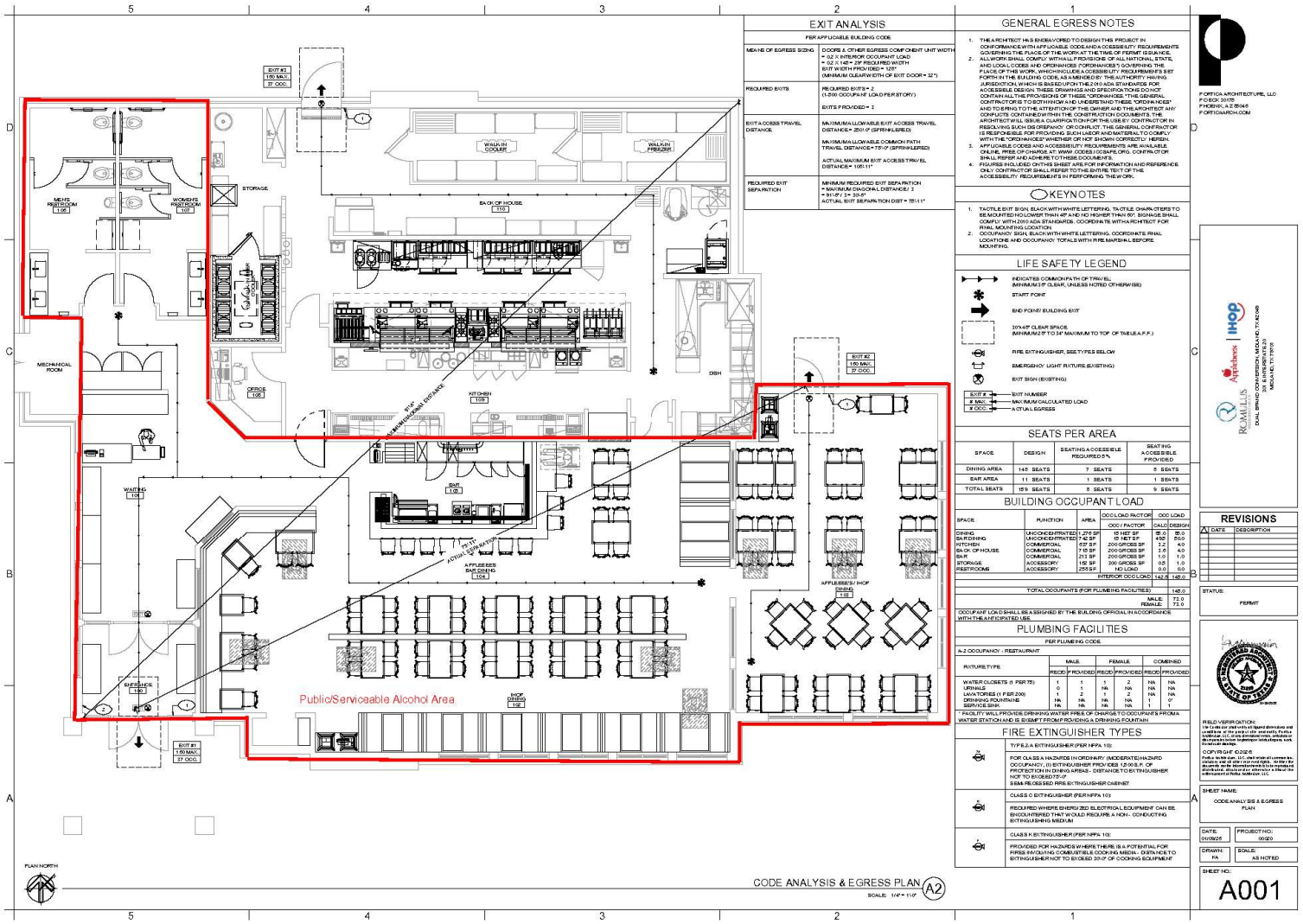
APPROVED AS TO CONTENT
AND COMPLETENESS:

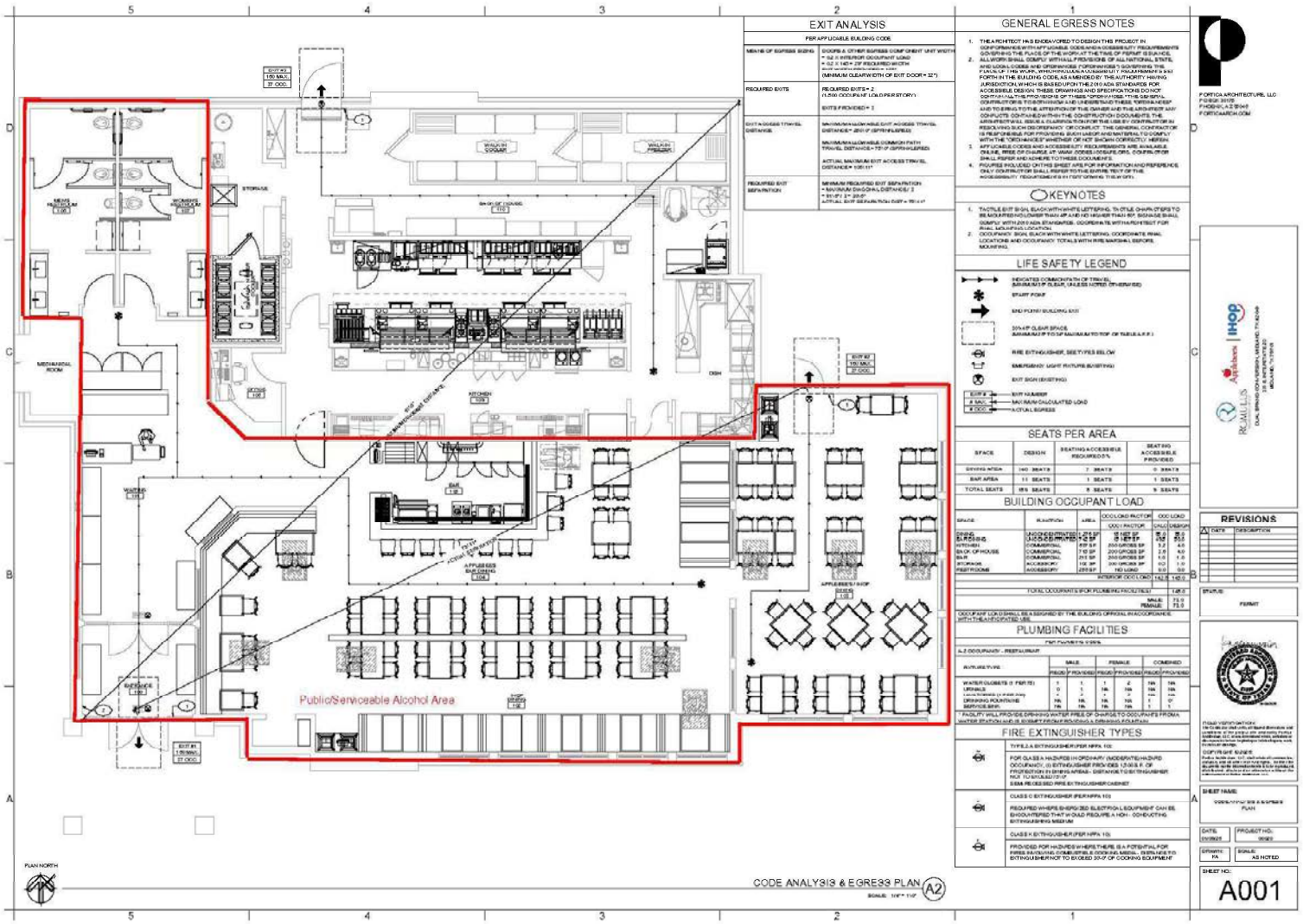
_____
Elizabeth Triggs, Planning and Development Officer

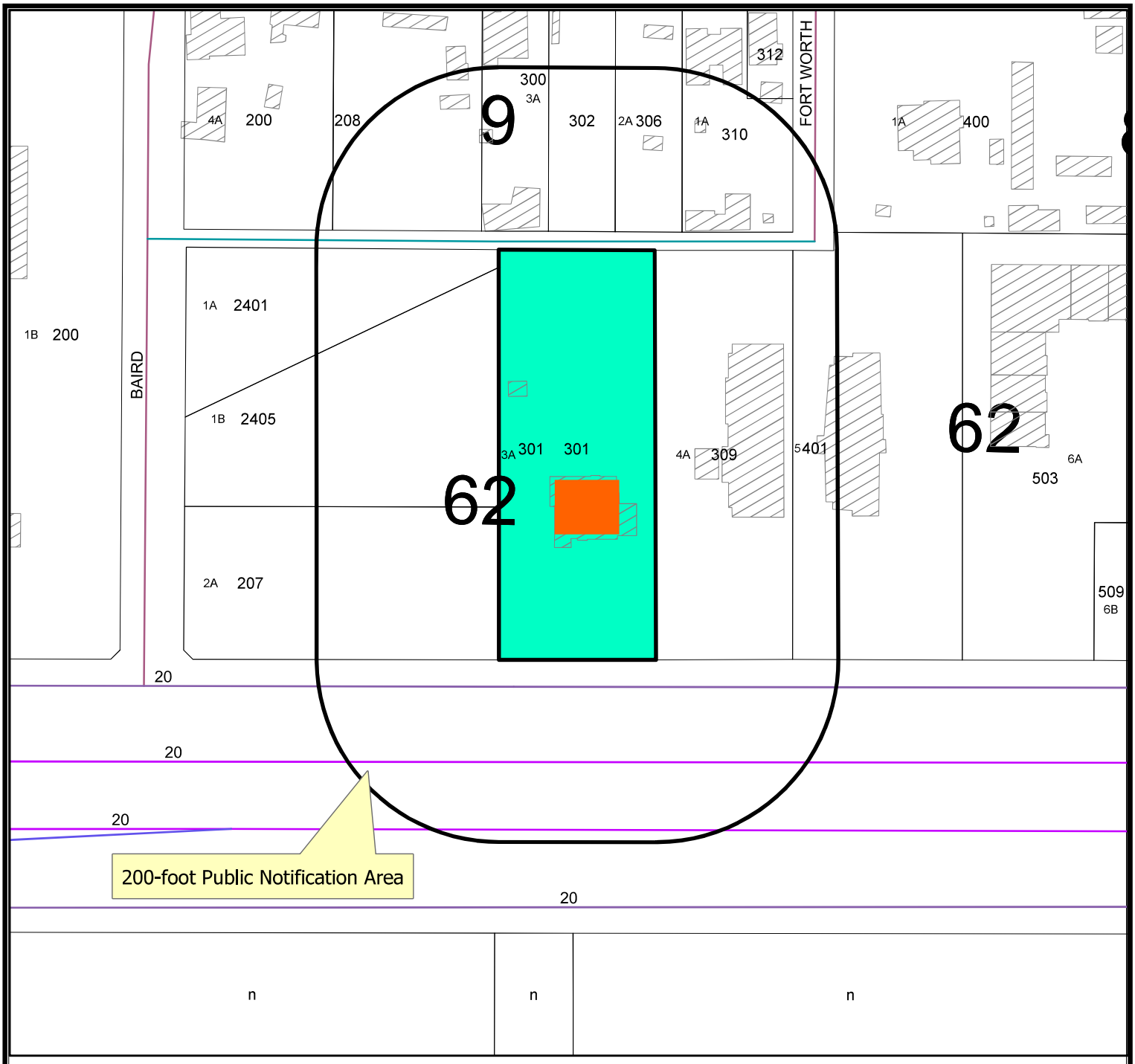
APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A


EXIT ANALYSIS
PER APPLICABLE BUILDING CODE
MEANS OF EGRESS SIZING
DOORS & OTHER EGRESS COMPONENT UNIT WIDTH = 0.2 X INTERIOR OCCUPANT LOAD = 0.2 X 148 = 29" REQUIRED WIDTH EXIT WIDTH PROVIDED = 125" (MINIMUM CLEAR WIDTH OF EXIT DOOR = 32")
REQUIRED EXITS
REQUIRED EXITS = 2 (1-500 OCCUPANT LOAD PER STORY) EXITS PROVIDED = 2
EXIT ACCESS TRAVEL DISTANCE
MAXIMUM ALLOWABLE EXIT ACCESS TRAVEL DISTANCE = 250'-0" (SPRINKLERED) MAXIMUM ALLOWABLE COMMON PATH TRAVEL DISTANCE = 75'-0" (SPRINKLERED) ACTUAL MAXIMUM EXIT ACCESS TRAVEL DISTANCE = 105'-11"
REQUIRED EXIT SEPARATION
MINIMUM REQUIRED EXIT SEPARATION = MAXIMUM DIAGONAL DISTANCE / 3 = 91'-8" / 3 = 30'-6" ACTUAL EXIT SEPARATION DIST = 75'-11"
GENERAL EGRESS NOTES
1. THE ARCHITECT HAS ENDEAVORED TO DESIGN THIS PROJECT IN CONFORMANCE WITH APPLICABLE CODE AND ACCESSIBILITY REQUIREMENTS GOVERNING THE PLACE OF THE WORK AT THE TIME OF PERMIT ISSUANCE.
2. ALL WORK SHALL COMPLY WITH ALL PROVISIONS OF ALL NATIONAL, STATE, AND LOCAL CODES AND ORDINANCES ("ORDINANCES") GOVERNING THE PLACE OF THIS WORK, WHICH INCLUDE ACCESSIBILITY REQUIREMENTS SET FORTH IN THE BUILDING CODE, AS A MINIMUM BY THE AUTHORITY HAVING JURISDICTION, WHICH IS BASED UPON THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN. THESE DRAWINGS AND SPECIFICATIONS DO NOT CONTAIN ALL THE PROVISIONS OF THESE "ORDINANCES." THE GENERAL CONTRACTOR IS TO BOTH KNOW AND UNDERSTAND THESE "ORDINANCES" AND TO BRING TO THE ATTENTION OF THE OWNER AND THE ARCHITECT ANY CONFLICTS CONTAINED WITHIN THE CONSTRUCTION DOCUMENTS. THE ARCHITECT WILL ISSUE A CLARIFICATION FOR THE USE BY CONTRACTOR IN RESOLVING SUCH DISCREPANCY OR CONFLICT. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR PROVIDING SUCH LABOR AND MATERIALS TO COMPLY WITH THE "ORDINANCES" WHETHER OR NOT SHOWN CORRECTLY HEREIN.
3. APPLICABLE CODES AND ACCESSIBILITY REQUIREMENTS ARE AVAILABLE ONLINE, FREE OF CHARGE AT: WWW.CODES.ICCSAFE.ORG. COPIES OF OR SHALL REFER AND ADHERE TO THESE DOCUMENTS.
4. FIGURES INCLUDED ON THIS SHEET ARE FOR INFORMATION AND REFERENCE ONLY. CONTRACTOR SHALL REFER TO THE ENTIRE TEXT OF THE ACCESSIBILITY REQUIREMENTS IN PERFORMING THE WORK.
KEYNOTES
1. TACTILE EXIT SIGN, BLACK WITH WHITE LETTERING. TACTILE CHARACTERS TO BE MOUNTED NO LOWER THAN 48" AND NO HIGHER THAN 60". SIGNAGE SHALL COMPLY WITH 2010 ADA STANDARDS. COORDINATE WITH ARCHITECT FOR FINAL MOUNTING LOCATION.
2. OCCUPANCY SIGN, BLACK WITH WHITE LETTERING. COORDINATE FINAL LOCATIONS AND OCCUPANCY TOTALS WITH FIRE MARSHAL BEFORE MOUNTING.
LIFE SAFETY LEGEND
INDICATES COMMON PATH OF TRAVEL (MINIMUM 3'-0" CLEAR, UNLESS NOTED OTHERWISE)
START POINT
END POINT/ BUILDING EXIT
30"x48" CLEAR SPACE (MINIMUM 2'-0" TO 54" MAXIMUM TO TOP OF TABLE A.F.F.)
FIRE EXTINGUISHER, SEE TYPES BELOW
EMERGENCY LIGHT FIXTURE (EXISTING)
EXIT SIGN (EXISTING)
EXIT #
MAX.
OCC.
EXIT NUMBER
MAXIMUM CALCULATED LOAD
ACTUAL EGRESS
SEATS PER AREA
SPACE
DESIGN
SEATING ACCESSIBLE REQUIRED 5%
SEATING ACCESSIBLE PROVIDED
DINING AREA 145 SEATS 7 SEATS 8 SEATS
BAR AREA 11 SEATS 1 SEATS 1 SEATS
TOTAL SEATS 156 SEATS 8 SEATS 9 SEATS
BUILDING OCCUPANT LOAD
SPACE
FUNCTION
AREA
OCC LOAD FACTOR
OCC / FACTOR
OCC LOAD
CALC
DESIGN
DINING UNCONCENTRATED 1,276 SF 15 NET SF 85.0 85.0
BAR/DRINKING CONCENTRATED 742 SF 15 NET SF 49.0 50.0
KITCHEN COMMERCIAL 632 SF 200 GROSS SF 3.2 4.0
BAR OF HOUSE COMMERCIAL 749 SF 200 GROSS SF 3.8 4.0
BAR COMMERCIAL 213 SF 200 GROSS SF 1.0 1.0
STORAGE ACCESSORY 182 SF 300 GROSS SF 0.5 1.0
RESTROOMS ACCESSORY 2555 F NO LOAD 0.0 0.0
INTERIOR OCC LOAD 142.5 142.0
TOTAL OCCUPANTS (FOR PLUMBING FACILITIES) 140.0
MALE: 71.0
FEMALE: 71.0
OCCUPANT LOADS SHALL BE ASSIGNED BY THE BUILDING OFFICIAL IN ACCORDANCE WITH THE ANTICIPATED USE.
PLUMBING FACILITIES
PER PLUMBING CODE
A-2 OCCUPANCY - RESTAURANT
FIXTURE TYPE
MALE REQD / PROVIDED
FEMALE REQD / PROVIDED
COMBINED REQD / PROVIDED
WATER CLOSETS (1 PER 75) 1 1 1 2 NA NA
URINALS 0 1 NA NA NA NA
LAVATORIES (1 PER 200) 1 2 1 2 NA NA
DRINKING FOUNTAINS NA NA NA NA 1 1*
SERVICE SINK NA NA NA NA 1 1
* FACILITY WILL PROVIDE DRINKING WATER FREE OF CHARGE TO OCCUPANTS FROM A WATER STATION AND IS EXEMPT FROM PROVIDING A DRINKING FOUNTAIN
FIRE EXTINGUISHER TYPES
TYPE 2-A EXTINGUISHER (PER NFPA 10):
FOR CLASS A HAZARDS IN ORDINARY (MODERATE) HAZARD OCCUPANCY, (1) EXTINGUISHER PROVIDES 1,2 00 S.F. OF PROTECTION IN DINING AREAS - DISTANCE TO EXTINGUISHER NOT TO EXCEED 75'-0" SEMI-RECESSED FIRE EXTINGUISHER CABINET
CLASS C EXTINGUISHER (PER NFPA 10):
REQUIRED WHERE ENERGIZED ELECTRICAL EQUIPMENT CAN BE ENCOUNTERED THAT WOULD REQUIRE A NON- CONDUCTING EXTINGUISHING MEDIUM
CLASS K EXTINGUISHER (PER NFPA 10):
PROVIDED FOR HAZARDS WHERE THERE IS A POTENTIAL FOR FIRES INVOLVING COMBUSTIBLE COOKING MEDIA - DISTANCE TO EXTINGUISHER NOT TO EXCEED 30'-0" OF COOKING EQUIPMENT
MEN'S RESTROOM 106
WOMEN'S RESTROOM 107
STORAGE
WALK-IN COOLER
WALK-IN FREEZER
BAR OF HOUSE 110
MECHANICAL ROOM
OFFICE 108
KITCHEN 109
DISH
EXIT #2 150 MAX. 37 OCC.
MAXIMUM DIAGONAL DISTANCE
WAITING 106
EXIT 102
75'-11" ACTUAL SEPARATION
APPLEBEE'S BAR/DINING 104
APPLEBEE'S/ IHOP DINING 103
IHOP DINING 102
Public/Servicable Alcohol Area
ENTRANCE 100
EXIT #1 150 MAX. 37 OCC.
PLAN NORTH
CODE ANALYSIS & EGRESS PLAN A2
SCALE: 1/4" = 1'-0"
FORTICA ARCHITECTURE, LLC
PO BOX 30175
PHOENIX, AZ 85046
FORTICAARCH.COM
REVISIONS
DATE
DESCRIPTION
STATUS:
PERMIT
FIELD VERIFICATION:
COPYRIGHT © 2026
SHEET NAME:
CODE ANALYSIS & EGRESS PLAN
DATE:
01/09/26
PROJECT NO:
00020
DRAWN:
PA
SCALE:
AS NOTED
SHEET NO:
A001


EXIT ANALYSIS
GENERAL EGRESS NOTES
KEYNOTES
LIFE SAFETY LEGEND
SEATS PER AREA
BUILDING OCCUPANT LOAD
PLUMBING FACILITIES
FIRE EXTINGUISHER TYPES
Public/Serviceable Alcohol Area
CODE ANALYSIS & EGRESS PLAN
REVISIONS
A001



Location Map

SUD-26-0229 **Scale: 1" = 157 '**

Consider a request by Marcus Schwartz, on behalf of RMLS HopTX, LLC, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on premises consumption, in a restaurant, on Lot 3A, Block 62, Belmont Addition, Section 13, City and County of Midland, Texas.

Generally located at the north of East Interstate 20, approximately 390 feet east of South Baird Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

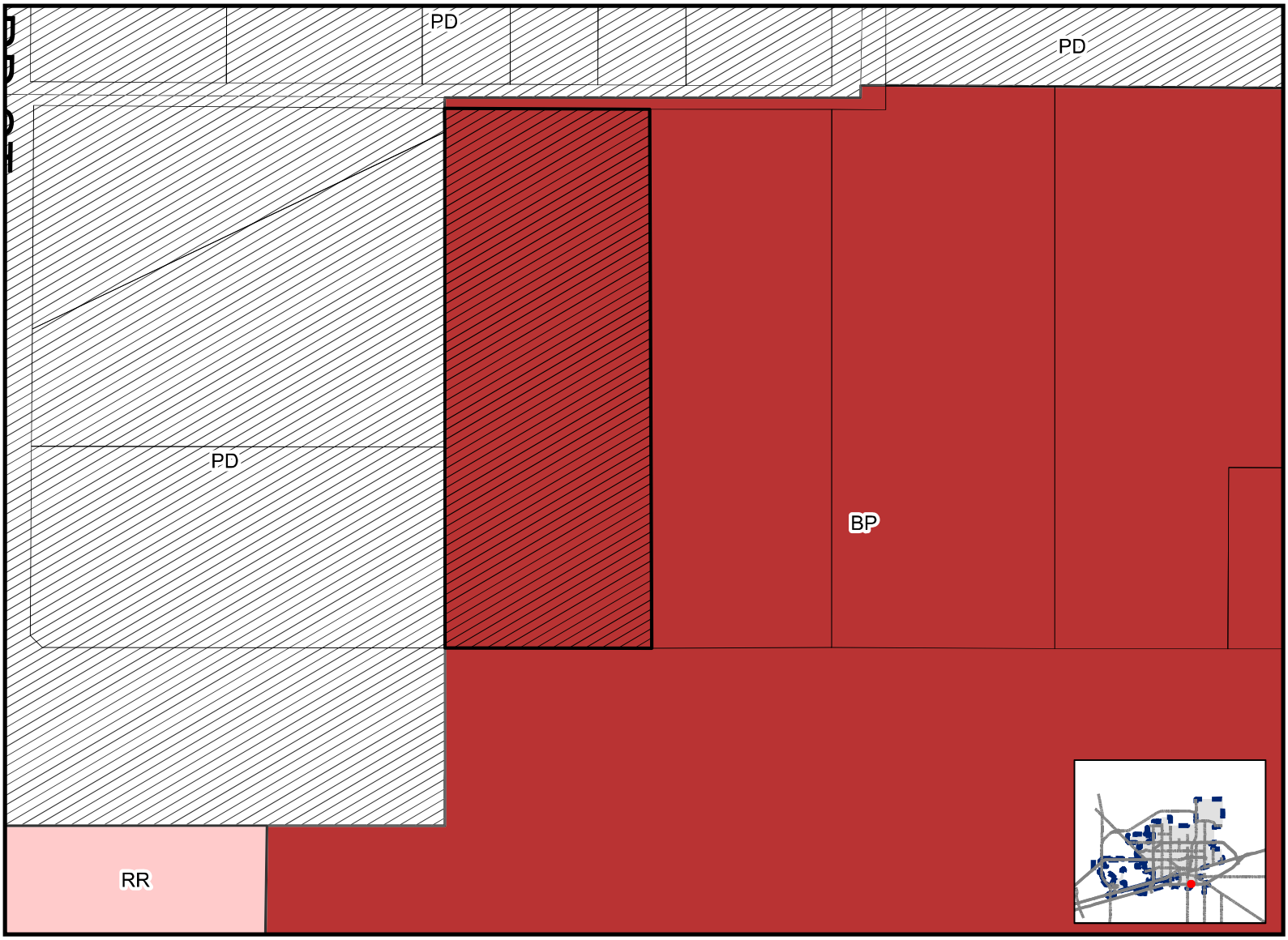
City of Midland, Texas
Planning Division

Map by

©THE CITY OF MIDLAND - 2021

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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Created: 4/29/2026

SUD-26-0229

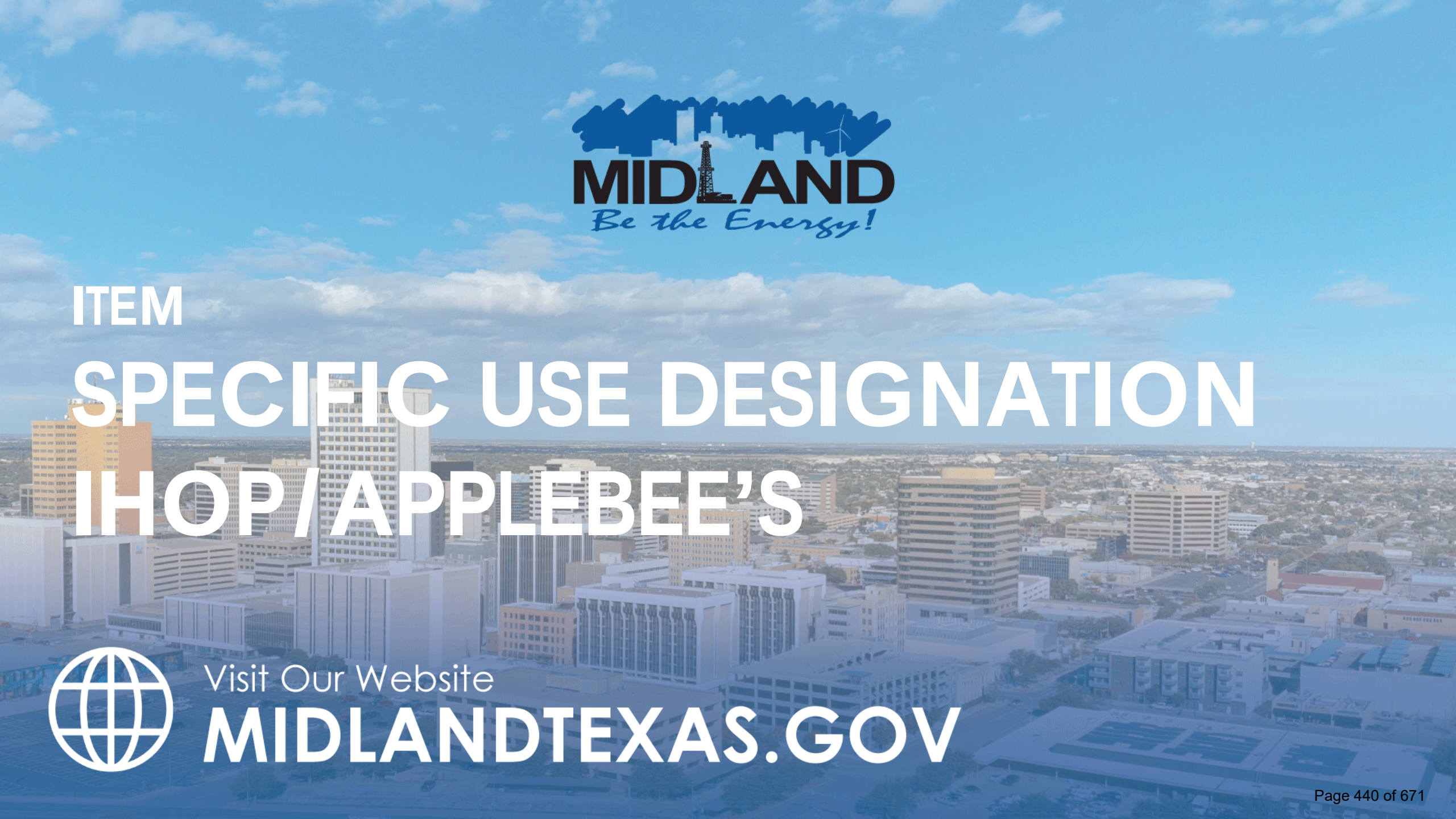
Scale: 1" = 100 '

ZONING MAP

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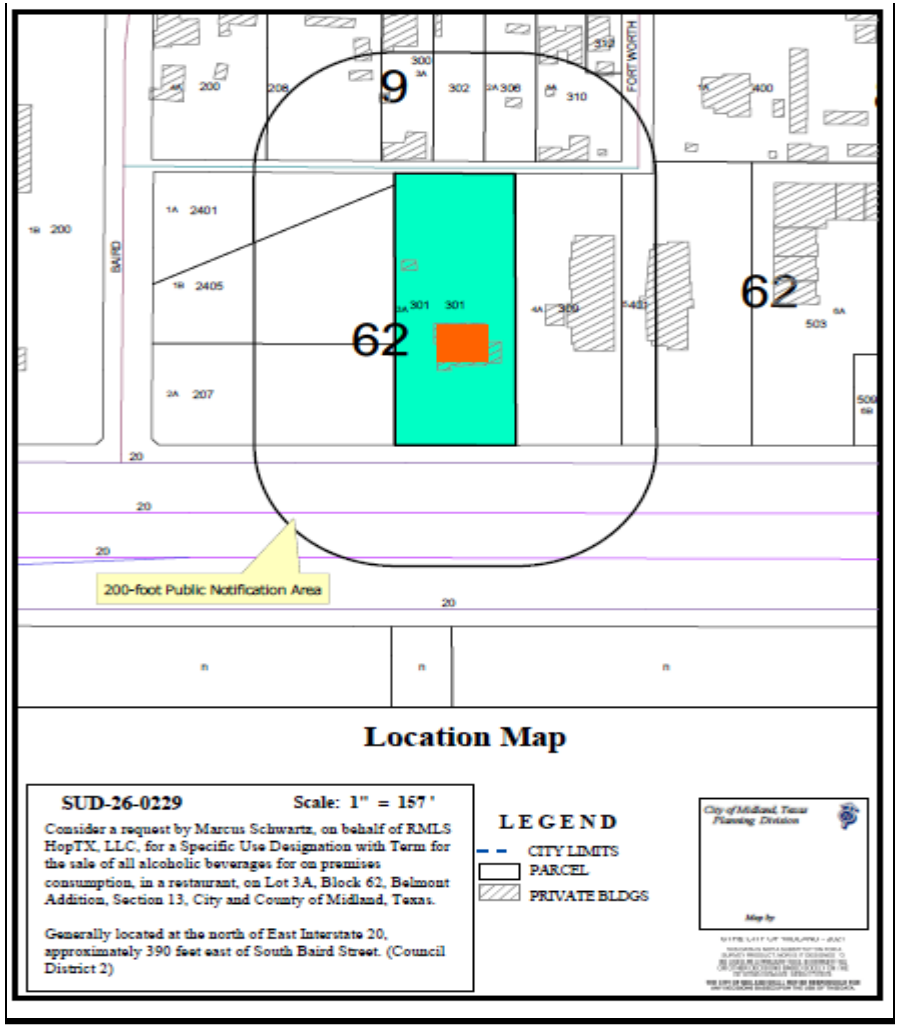

LONGVIEW
FORT WORTH
BAIRD
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2401
2405
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20


IHOP
IHOP RESTAURANT
301


MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION
IHOP/APPLEBEE'S
Visit Our Website
MIDLANDTEXAS.GOV

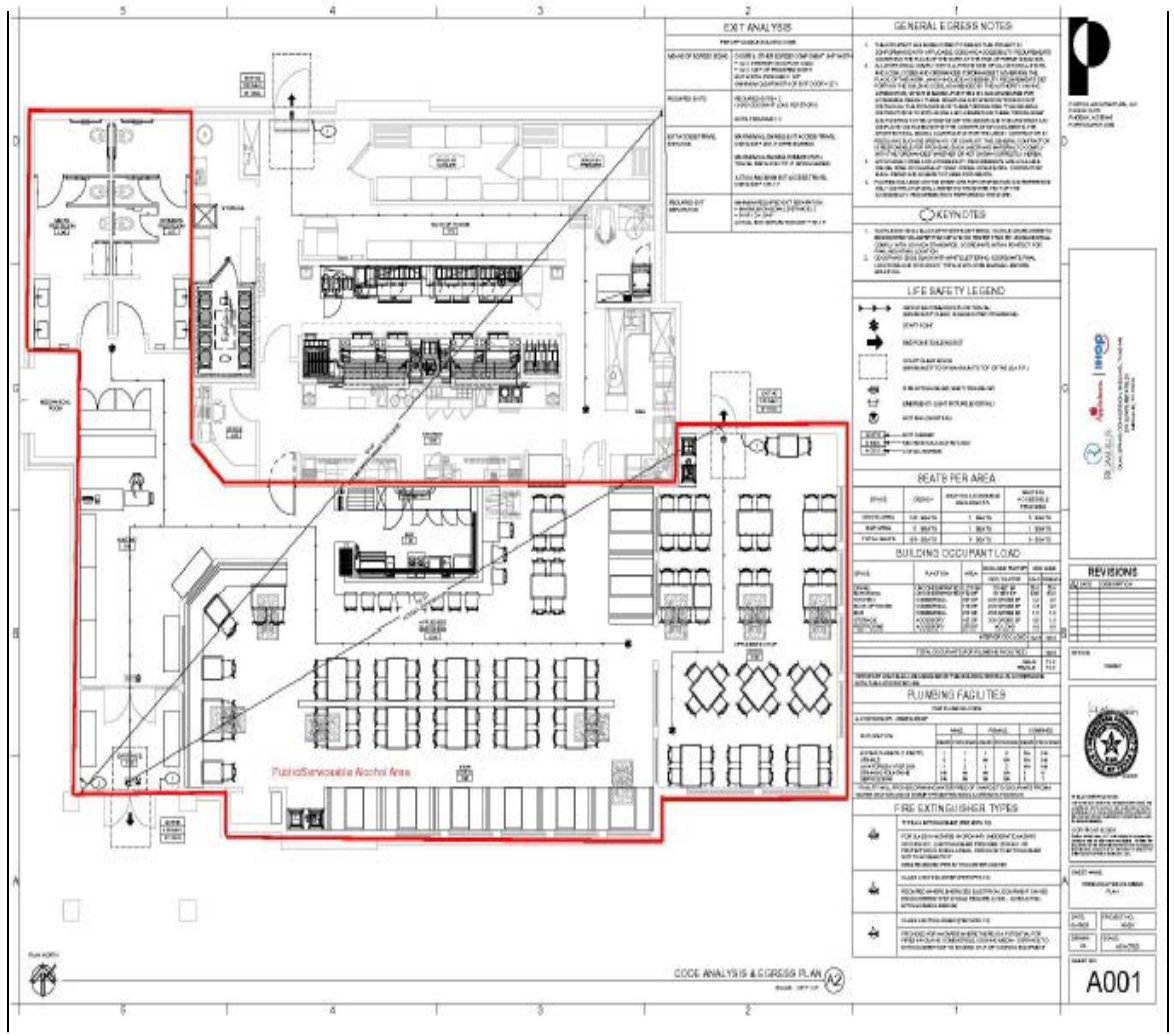
APPLICATION SUMMARY

- **Applicant:** RMLS BEVCO,LLC
- **Property Owner:** RMLS HOPTX, LLC
- **Representative:** Marcus Schwartz
- **Location:** 301 East Interstate 20
- **Reason for Request:** For the sale and on-premises consumption of alcohol



DETAILS OF REQUEST

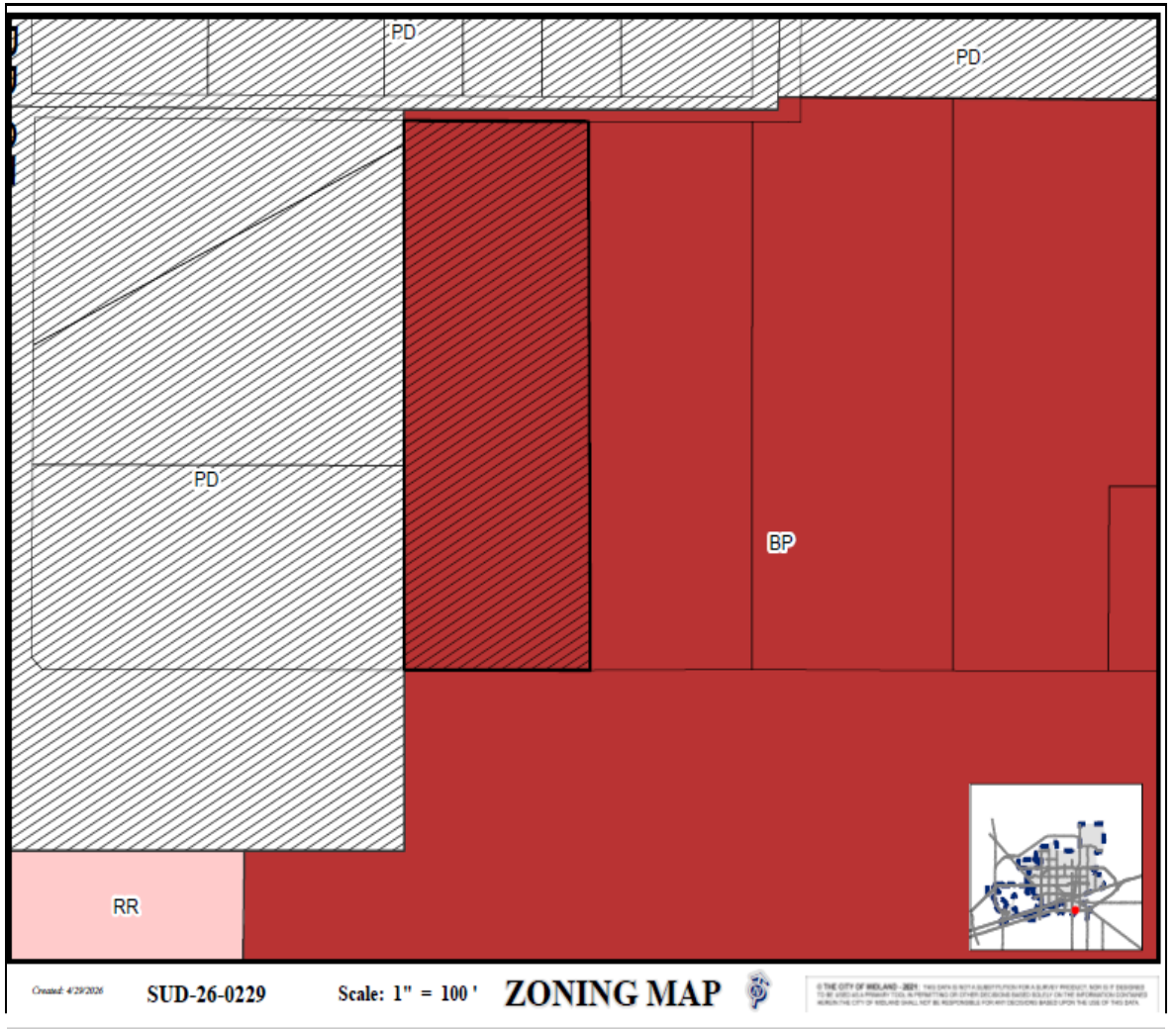
- For a new Restaurant
- **Area of Business:** 3,725 SF
- **Serviceable Area:** 2,223 SF
- **Hours of Operation:** 24/7
- **Proposed Hours of Alcohol Service:** Monday through Saturday from 7 a.m. to 2 a.m. and Sunday from 10 a.m. to 2 a.m.



3

ZONING

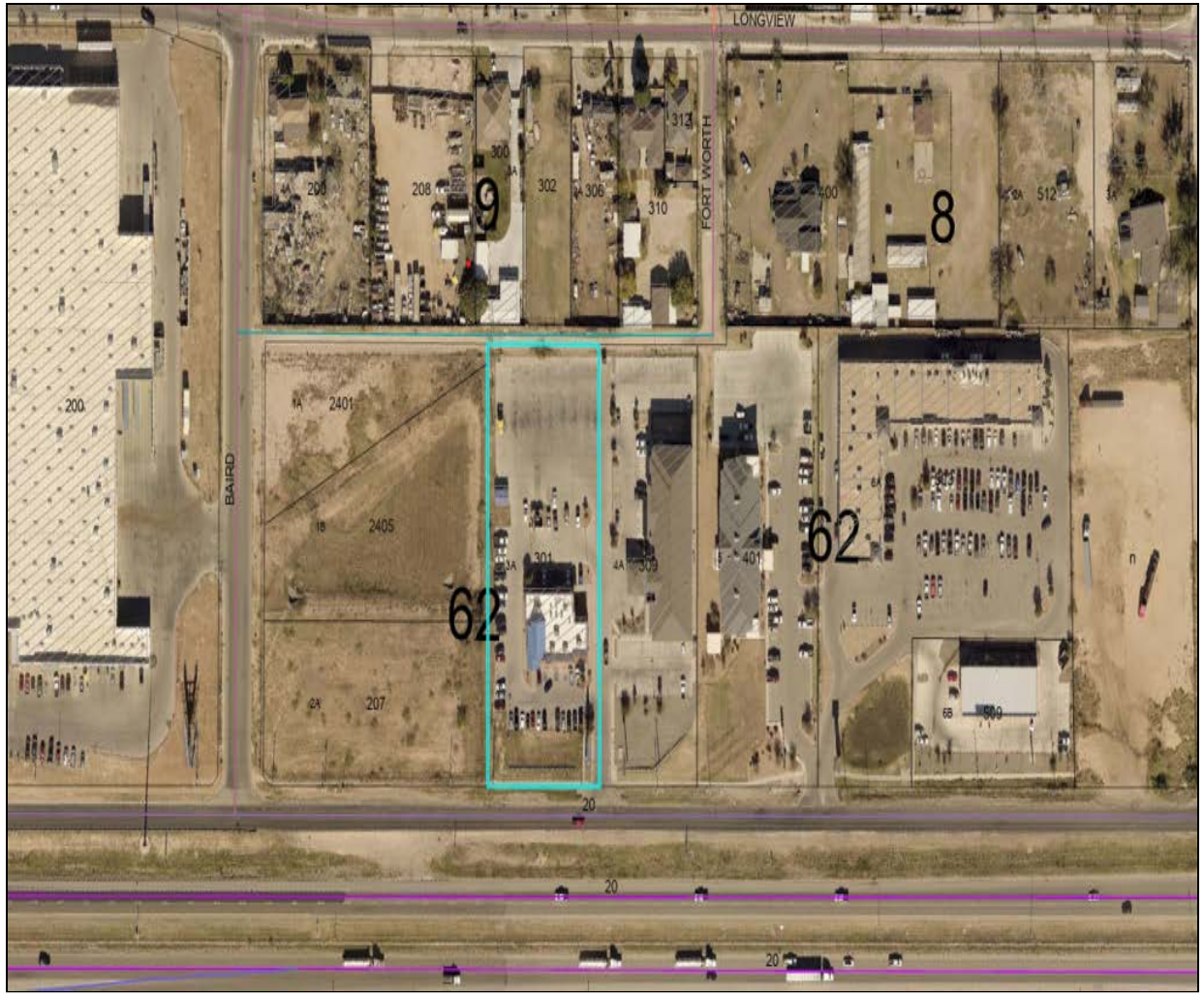
- **Current Zoning:** BP, I-20 Business Park District
- **Surrounding Zoning:**
  - **North and West:** PD, Planned Development District for Office and Retail Development
  - **South and East:** BP, I-20 Business Park District
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



5

LAND USE

- **Current Use: Vacant**
- **Surrounding Uses:**
  - **South and East:** BP, Business Park District
  - **West and West:** PD, Planned Development District for Office and Retail Development
- **Proposed Use: Restaurant**



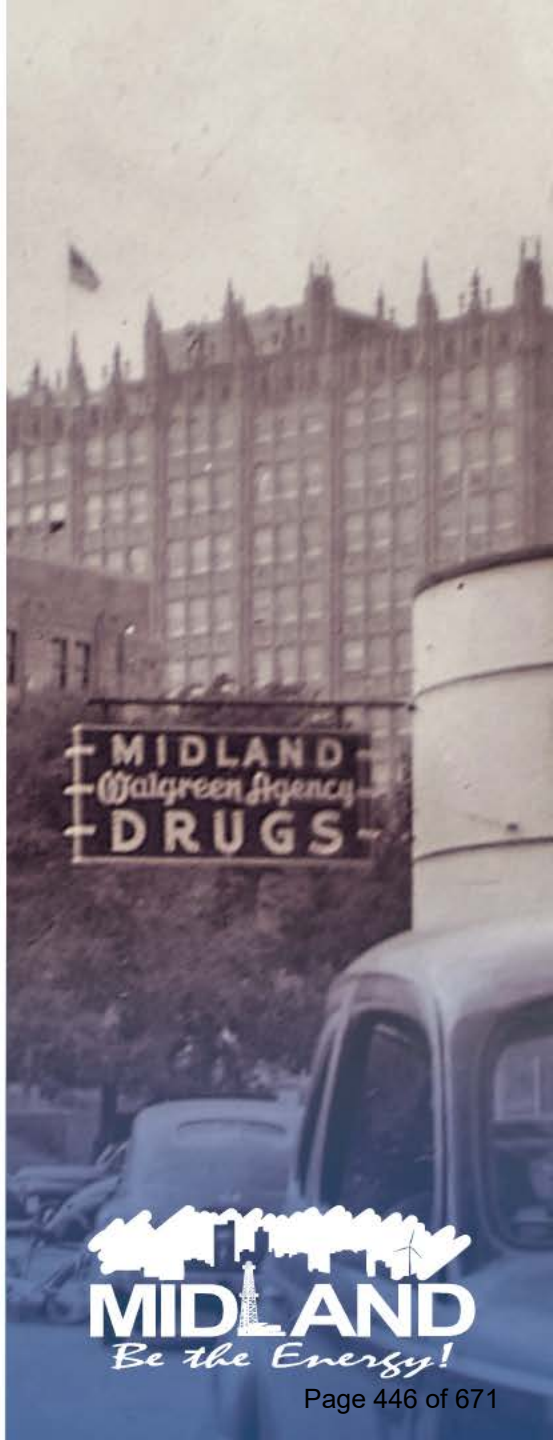
MIDLAND
Be the Energy!



On East Interstate 20, Looking North

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”



PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*



STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 2,223 square feet as shown in Exhibits A, which are attached hereto and incorporated herein for all purposes.



STAFF'S RECOMMENDATION

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:
Monday through Saturday from 7 a.m. to 2 a.m. of the following day and Saturday from 10 a.m. to 2 a.m. of the following day

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.



STAFF'S RECOMMENDATION

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.



STAFF'S RECOMMENDATION

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.



MISSION

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



City Council Meeting

Item Number: 16.
Meeting Date: June 23, 2026
To: City Council
From: Alexis Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 2, BLOCK 6, CLAYDESTA PLAZA, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF DESTA DRIVE AND WEST WADLEY AVENUE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE AND RETAIL DEVELOPMENT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD JUNE 9, 2026)

Purpose:
Jorge Ramos, on behalf of Manuel Herrera, is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption, on a property located at 418 West Wadley Avenue for Santomar.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The properties to the north, south, west and east are zoned PD, Planned Development District, and are office spaces.

Analysis:

The subject property is located at 418 West Wadley Avenue is zoned PD, Planned Development District, which permits the sale of all alcoholic beverages for on-premises consumption. The total area of the restaurant, Santomar, is 7,633 square feet and the proposed alcohol serviceable Area is 3,960 square feet. The new business Santomar is attempting to obtain their TABC license but must first obtain their SUD. The business previously had an SUD approved for the subject property but is now seeking to amend the hours during which alcohol can be sold as well add to the serviceable are.

The proposed days and hours of operation are:

Monday through Thursday from 11 a.m. to 11 p.m.
Friday through Sunday from 11 a.m. to 12 a.m. (midnight)

The currently approved alcohol serviceable hours are:
Monday through Thursday from 11 a.m. to 10 p.m.
Friday through Sundays from 11 a.m. to 12 a.m. (midnight)

The applicant is requesting the following alcohol serviceable hours.

Monday through Thursday from 11 a.m. to 11 p.m.
Friday through Sundays from 11 a.m. to 12 a.m. (midnight)

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur. There are no schools or churches within 300 feet of the property using the front door to door distance measurement. This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

Operation of the establishment shall comply with all applicable fire and life safety codes, including maintaining approved occupant loads, clear means of egress, and properly functioning fire protection systems.

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Transportation: (Approved)

No objection. [For Applicant's Information Only.]

Building Code: (Approved)

The SUD for Santomar Restaurant & Bar is acceptable. The Building must adhere to the maximum occupant load of 150 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code. The Outside dining area occupancy does not negatively impact the restroom requirements.

Planning: (Approved with Conditions)

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a Restaurant, subject to Condition A through G.

Conditions:

A. **That the serviceable area of the establishment shall be limited to approximately 5,380 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**

B. **That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

C. **That the days and hours of alcoholic beverages sales and consumption shall be limited to the following:**

Monday through Thursday from 11 a.m. to 11 p.m.

Friday through Sunday from 11 a.m. to 12 a.m. (midnight)

D. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

E. **That the establishment shall meet all requirements of the Fire Department and Code Administration**

F. **That the operator of the establishment shall obtain a Certificate of Occupancy prior to commencement of the sale of alcohol beverages for on premises consumption to ensure that the conditions of this Specific Use Designation with**

Term are satisfied.

G. **That in accordance with section 9.07.E.3 of the Zoning Ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.**

Letters of Objection:

As of May 29, 2026 staff has not received any letters of objections.

Attachments:

A. ORD w exh - SUD-26-0231.Jorge Ramos (Santomar) - Alcohol Sales Ord w Exh
B. SUD-26-0231, Combined Docs
C. SUD-26-0231, Santomar SUD

Rachel Guentensberger, City Secretary Created/Initiated - 6/12/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 2, BLOCK 6, CLAYDESTA PLAZA, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF DESTA DRIVE AND WEST WADLEY AVENUE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE AND RETAIL DEVELOPMENT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 2, Block 6, Claydesta Plaza, Section 5, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present PD, Planned Development District for an Office and Retail Development.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 5,380 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Thursday from 11:00 a.m. to 11:00 p.m.; and
Friday through Sunday from 11:00 a.m. to 12:00 a.m. (midnight).

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

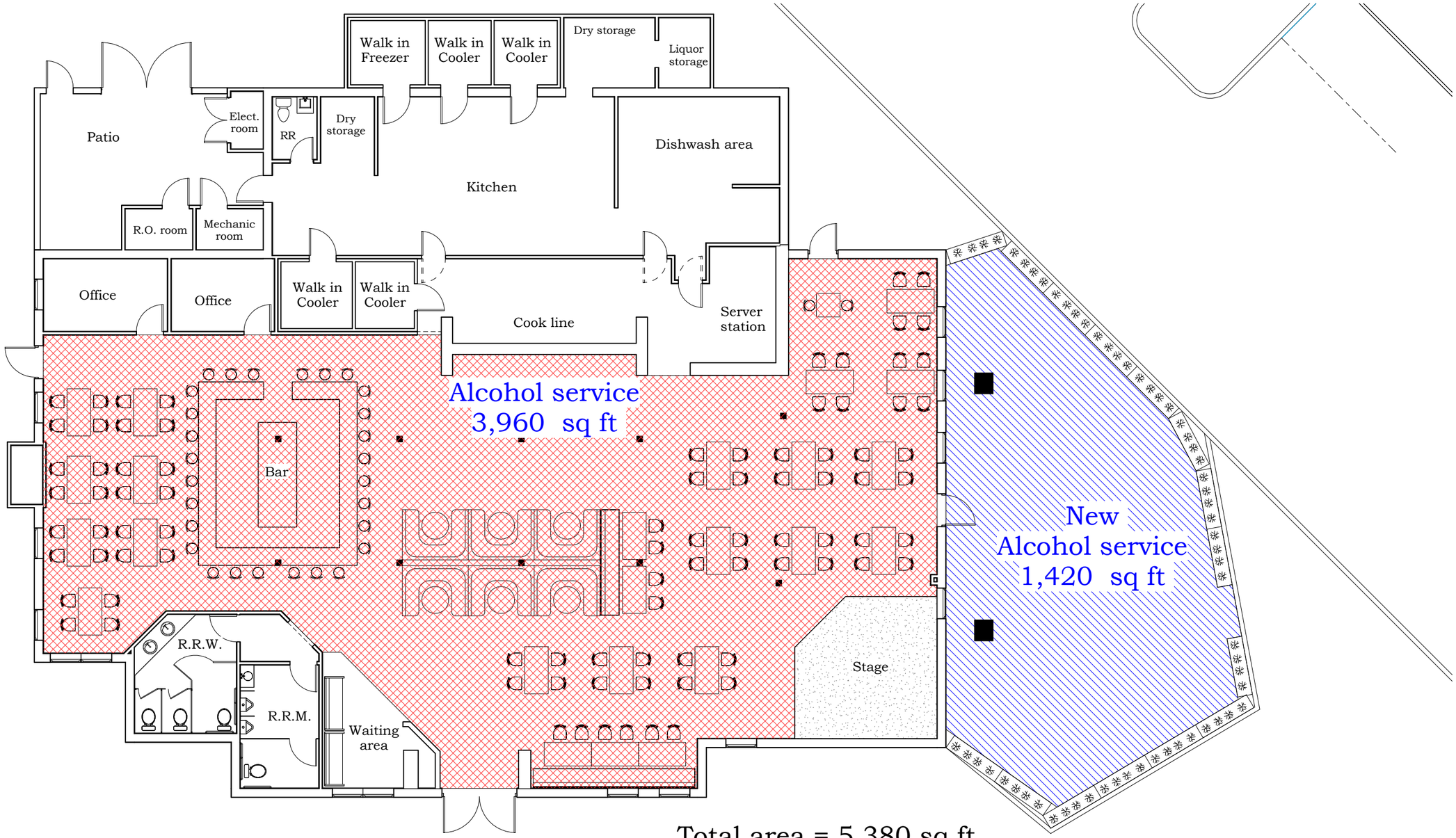
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A



Total area = 5,380 sq ft

area alcohol
3/16" = 1'-0"

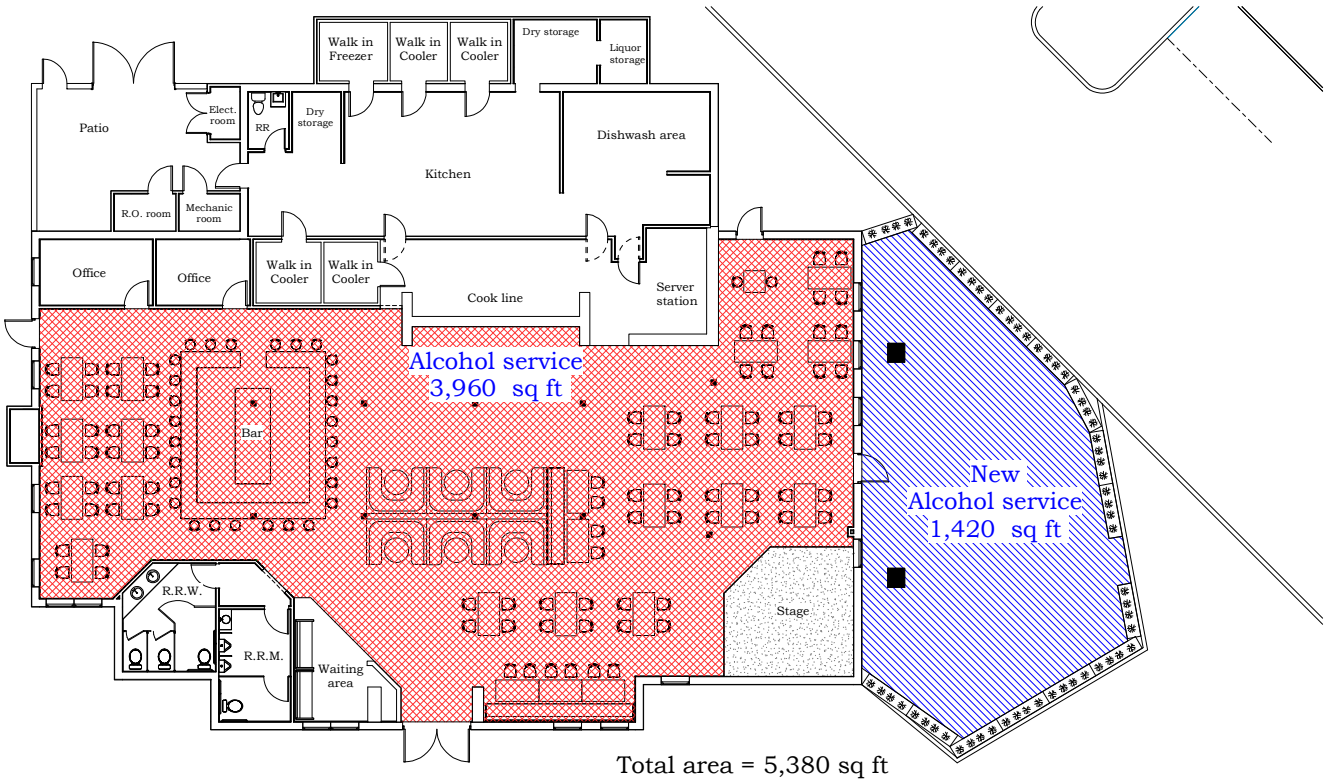
Address:
418 W Wadley Ave.
Midland, TX

Notes:

Santomar Restaurant
Jorge Ramos

Alcohol services
Date April - 07 - 26
Ar-05
Scale 3/16" = 1'-0"

4/7/2026 1:26:20 PM



Total area = 5,380 sq ft

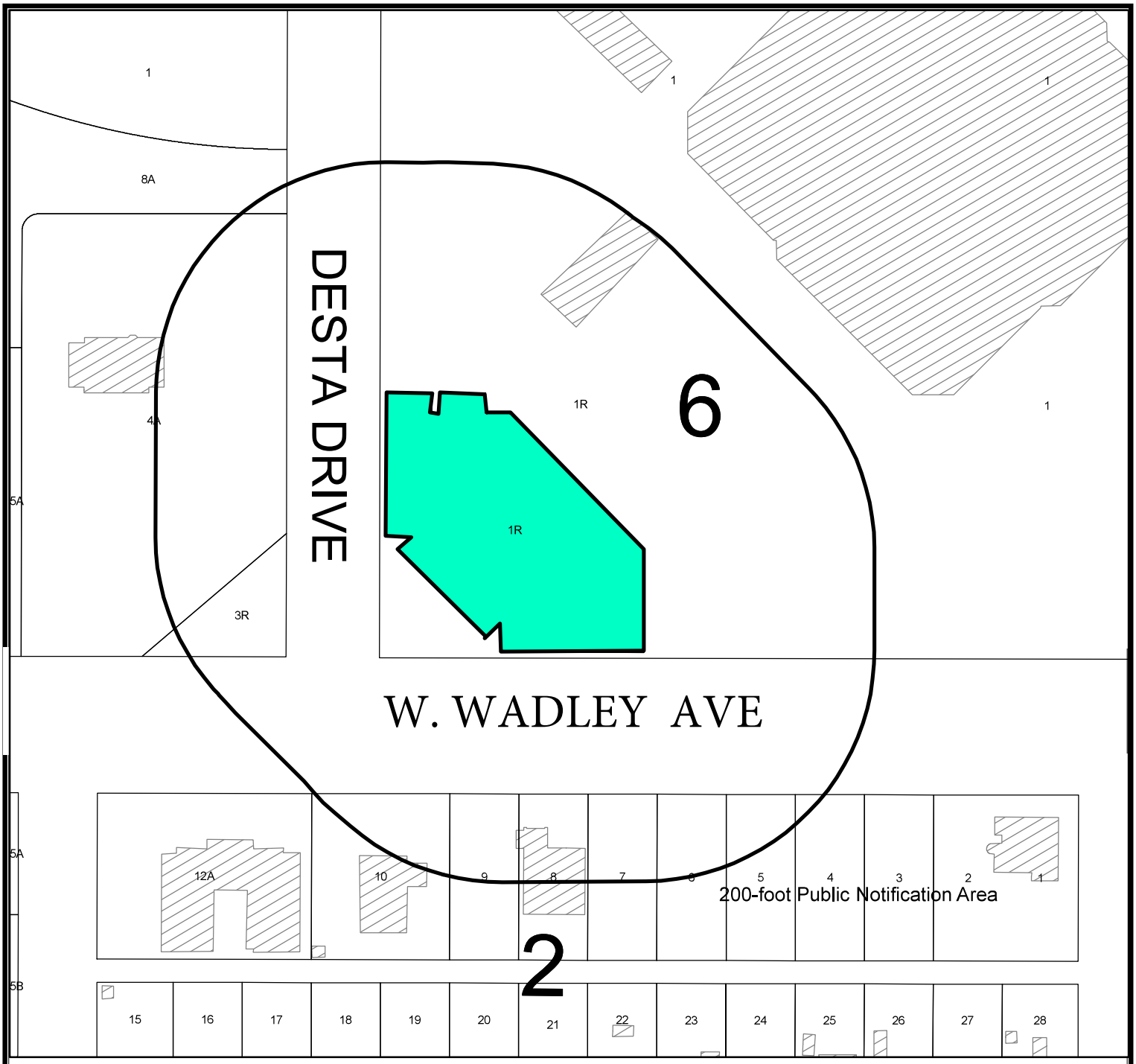
area alcohol
3/16" = 1'-0"

Address:
418 W Wadley Ave.
Midland, TX

Notes:

Santomar Restaurant
Jorge Ramos

Alcohol services
Date April - 07 - 25
Ar-05
Scale 3/16" = 1'-0"



Location Map

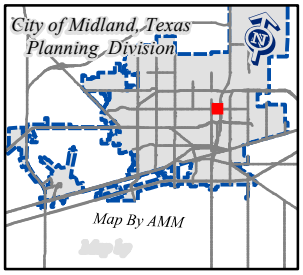
SUD-26-0231 **Scale: 1" = 800'**

Consider a request by Jorge Ramos, on behalf of Manuel Herrera, for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Restaurant on Lot 2, Block 6, Claydesta Plaza, Section 5, City and County of Midland, Texas.

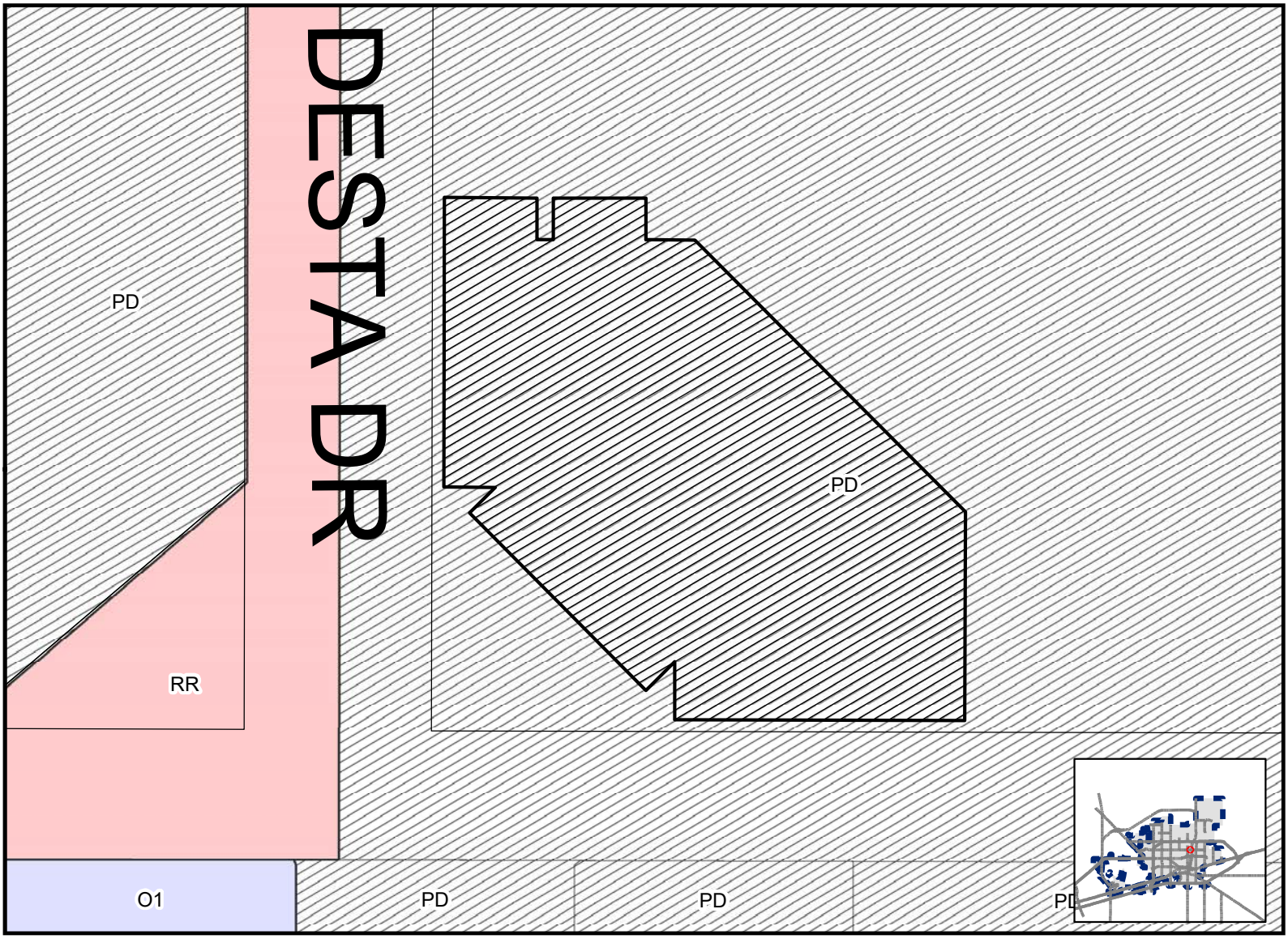
Generally located at the northeast corner of the intersection of Desta Drive and West Wadley Avenue. (Council District)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

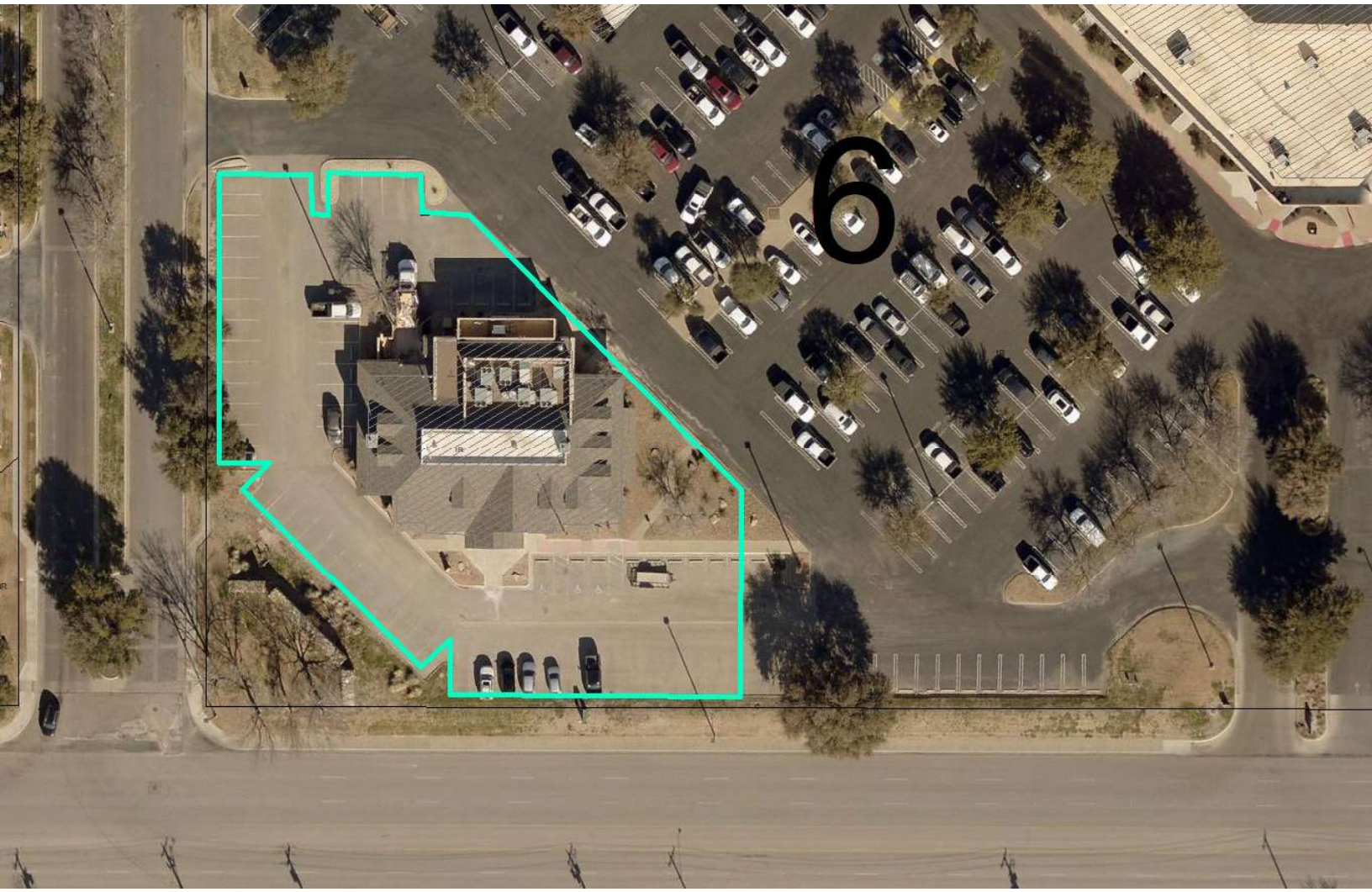


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Map by AMM **SUD-26-0231** **Scale: 1" = 500'** **ZONING MAP**

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6



MIDLAND
Be the Energy!

ITEM

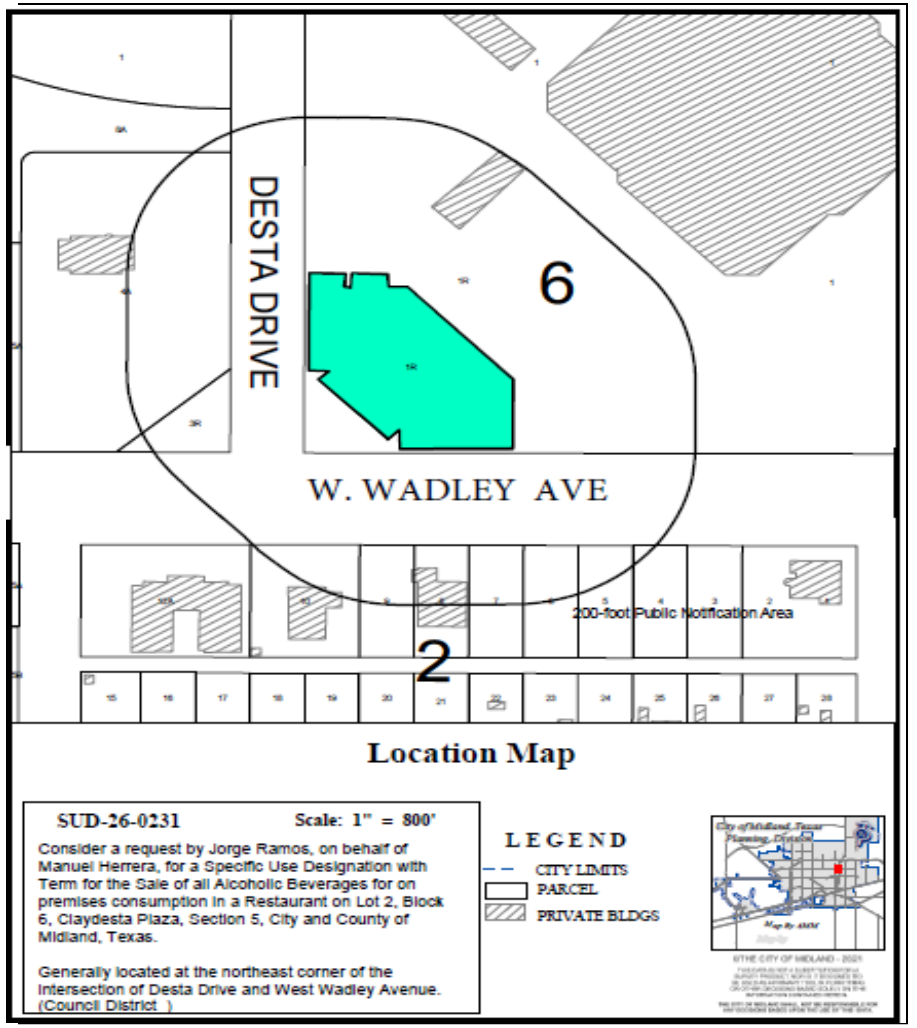
SPECIFIC USE DESIGNATION

SANTOMAR

Visit Our Website
MIDLANDTEXAS.GOV

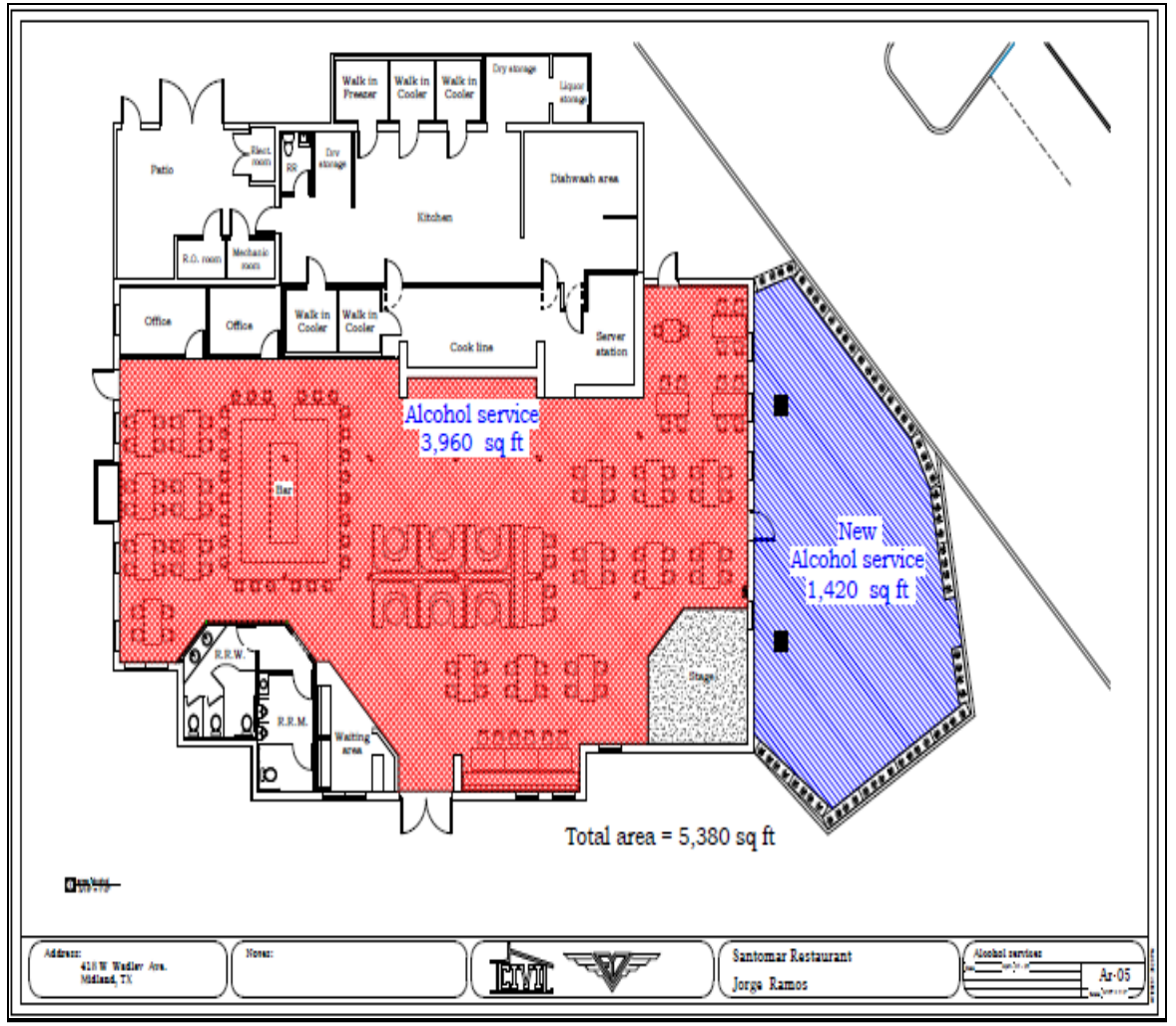
APPLICATION SUMMARY

- **Applicant:** Jorge Ramos
- **Property Owner:** Manuel Herrera and Jose Castaneda
- **Location:** 418 West Wadley (Council District 3)
- **Reason for Request:** For the sale and on-premises consumption of alcohol



DETAILS OF REQUEST

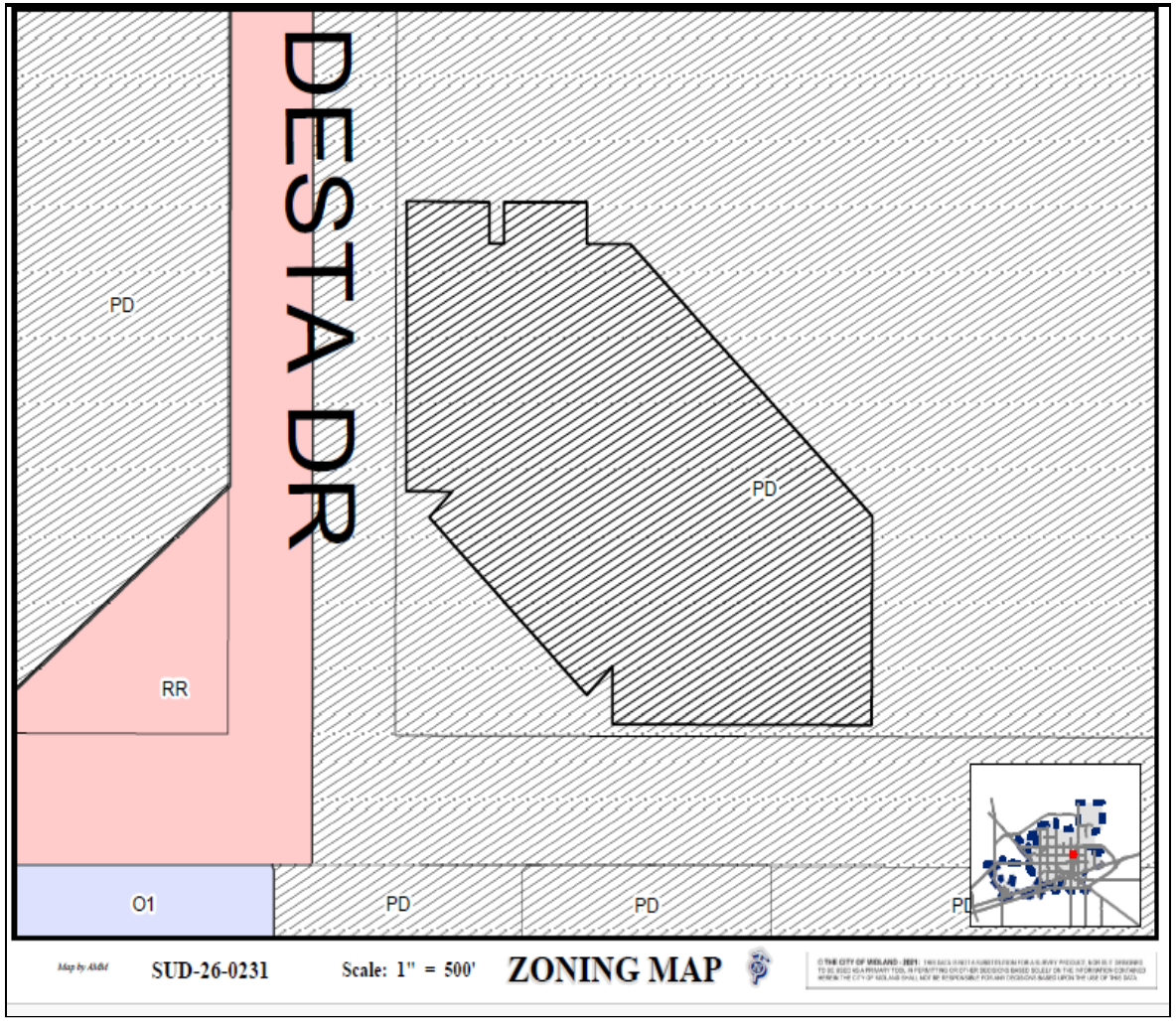
- For an existing restaurant
- **Area of Business:** 7,633 SF
- **Serviceable Area:** 5,380 SF
- **Hours of Operation/Sales of Alcohol:**
  - Monday to Thursday 11 a.m. to 11 p.m.
  - Friday to Sunday 11 a.m. to 12 a.m.



MIDLAND
Be the Energy!

ZONING

- **Current Zoning**: PD, Planned Development District for an Office and Retail Development
- **Surrounding Zoning:**
  - **North/East:** PD, Planned Development District for and Office and Retail Development
  - **West:** PD, Planned Development District for a Transitional District
  - **South:** PD, Planned Development District for a Shopping Center
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



4

MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Restaurant
- **Surrounding Uses:**
  - **North/East:** Office Use
  - **West:** Restaurant
  - **South:** Dry Cleaning Store and Spa



MIDLAND
Be the Energy!



On West Wadley Avenue, Looking West

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to "Encourage the development of places where Midland residents can gather and socialize to build connections."



PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*



STAFF'S RECOMMENDATION

- No objections were received.
- The Planning & Zoning Commissioners recommended approval of this request May 18.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 5,380 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purpose.



STAFF'S RECOMMENDATION

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to: Monday through Thursday from 11 a.m. to 11 p.m. and Friday through Sunday from 11 a.m. to 12 a.m. (midnight).



STAFF'S RECOMMENDATION

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

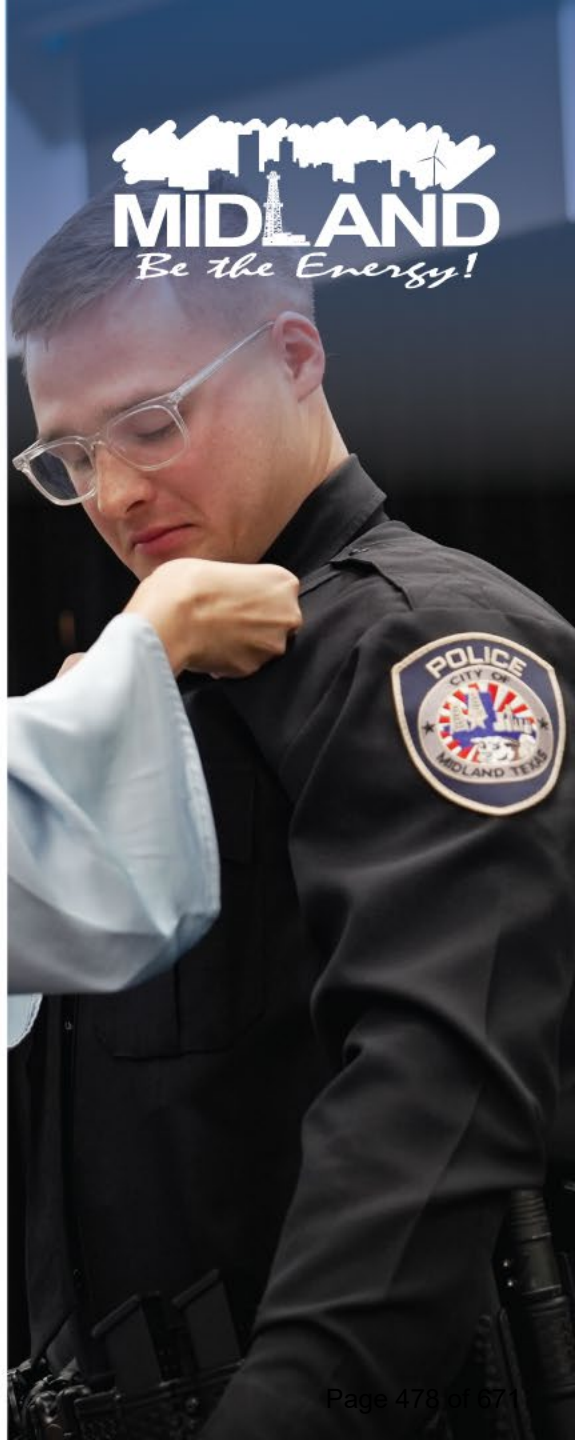
E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.



STAFF'S RECOMMENDATION

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.



MISSION

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



City Council Meeting

Item Number: 17.
Meeting Date: June 23, 2026
To: City Council
From: Beatriz Quezada, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 27, 28, 31, AND 32, BLOCK 1B, RACQUET CLUB SOUTH, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE NORTH SIDE OF RACQUET CLUB DRIVE, APPROXIMATELY 350 FEET WEST OF NORTH L STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD JUNE 9, 2026)

Purpose:
SEER Land Surveying, on behalf of Drew & Michelle Harris, Robert & Sharon Floyd, Carroll & Barbary Grafa and Robert Davenport are requesting to amend the current site plan of the PD, Planned Development to reflect the changes to the properties.

Recommended Action:
Approve

Fiscal Impact:
None.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

PD, Planned Development District for a Housing Development (Ordinance 7185 & 6550)

Surrounding Zoning and Land Use:

The subject properties are residential and currently zoned PD, Planned Development District for a Housing Development with an underlaying district of TH, Townhouse Dwelling District. The properties to the north are zone SF-1, Single-Family Dwelling District and the properties to

the east, west and north are zoned PD, Planned Development District for a Housing Development. The properties are currently residential and are surrounded by a residential neighborhood.

Analysis:

The properties are located at 2757, 2759, 2805, and 2809 Racquet Club Drive. The property owners are requesting an update to the site plan attached to the existing Planned Development (PD). The ordinances associated with the PD are 6550 and 7185.

The updated site plan shows the proposed demolition of the residence at 2759 Racquet Club Drive. Following demolition, that lot will be combined with 2757 Racquet Club Drive. The property is currently in the preliminary stage of a residential replat.

The residence at 2805 Racquet Club Drive has been removed, and the property is now a vacant lot, as reflected on the site plan. The property owner plans to develop the vacant lot into a single-family dwelling, which is permitted under the current zoning. The property owner will need to amend the PD again to reflect these changes once the home is built.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designates this area as Urban Residential – Low (UR-L). The UR-L district emphasizes single-family detached residential neighborhoods.

The Planning and Zoning Commission approved this request on May 18, 2026.

This proposed zone change has been circulated to the respective City departments for internal review, and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections to zone change. [For Applicant’s Information Only.]
Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant’s Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, planning/zoning requirements, established setbacks, Health department regulations, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during

construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]
No objection to zone change. [For the Applicant's information only.]

Planning: (Approved with Conditions)

Staff recommends approval of the proposed zone change from PD, Planned Development District for a Housing Development to amended PD, Planned Development District for a Housing District subject to the following conditions:

A. **That the Property shall significantly conform to the site plan attached hereto as <u>Exhibit A.</u>**

B. **That the lots identified on the site plan as Lots 27A, 31A, and 32A (the "Replatted Lots") shall be developed only for single-family dwellings in accordance with the regulations applicable to the TH, Townhouse (Attached) Dwelling District except as otherwise shown on the site plan.**

C. **That the minimum lot width, minimum lot depth, and minimum lot area of the each of the Replatted Lots shall be as shown on the site plan.**

Letters of Objection:

As of June 28, staff has not received letters of objection to this request.

Attachments:
A. ORD w exh - Z-26-0482.PDHD to Amended PDHD Ord w Exh
B. Z-26-0482, Combined Files
C. CC - - Racquet Club PDHD to Amended PDHD

Rachel Guentensberger, City Secretary Created/Initiated - 6/12/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 27, 28, 31, AND 32, BLOCK 1B, RACQUET CLUB SOUTH, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE NORTH SIDE OF RACQUET CLUB DRIVE, APPROXIMATELY 350 FEET WEST OF NORTH L STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 27, 28, 31, and 32, Block 1B, Racquet Club South, Section 3, City and County of Midland, Texas (the "Property") to an amended PD, Planned Development District for a Housing Development and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Housing Development to an amended PD, Planned Development District for a Housing Development.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the TH, Townhouse (Attached) Dwelling District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit A and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit A.

B. That the lots identified on the site plan as Lots 27A, 31A, and 32A (the "Replatted Lots") shall be developed only for single-family dwellings in accordance with the regulations applicable to the TH, Townhouse (Attached) Dwelling District except as otherwise shown on the site plan.

C. That the minimum lot width, minimum lot depth, and minimum lot area of the each of the Replatted Lots shall be as shown on the site plan.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

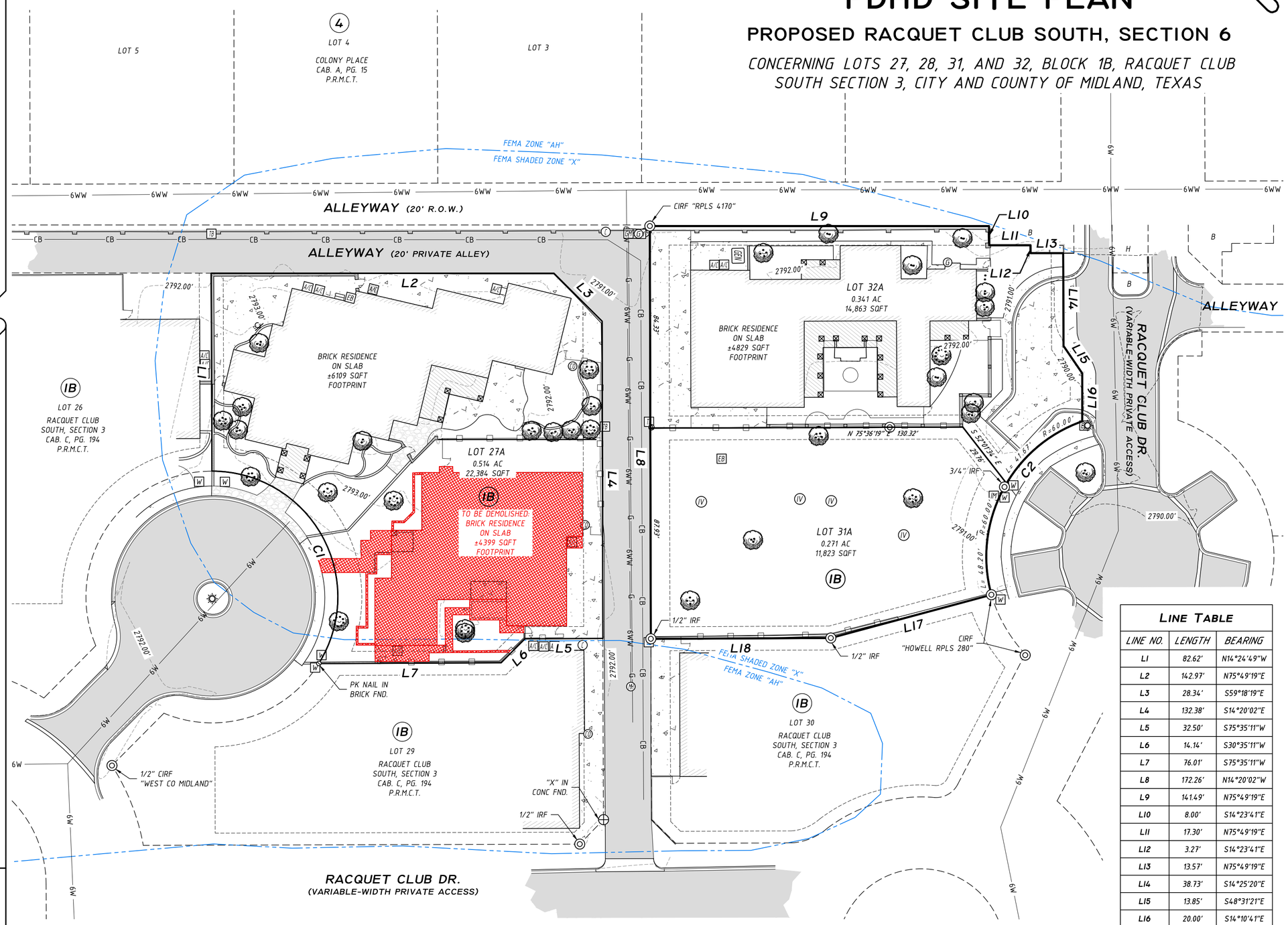
PDHD SITE PLAN

PROPOSED RACQUET CLUB SOUTH, SECTION 6

CONCERNING LOTS 27, 28, 31, AND 32, BLOCK 1B, RACQUET CLUB SOUTH SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS

VICINITY MAP (NTS)





GENERAL NOTES

1. THIS PDHD SITE PLAN SEEKS TO AMEND EXISTING LOT LINES PURSUANT TO REQUIREMENTS DICTATED BY THE PLANNED DISTRICT ZONING THAT REGULATES THE SUBJECT LOTS HAVING AN UNDERLYING ZONING DISTRICT OF TH (TOWNHOMES) AND BEING FILED AS ORDINANCE NUMBER 6550, ADOPTED MAY 14, 1985.
2. NO PORTION OF THIS EXHIBIT SEEKS TO AMEND THE CONDITIONS OF THE AFORESAID ADOPTED ORDINANCE, OR THE SUBSEQUENT AMENDMENT FILED AS ORDINANCE NUMBER 7185 ADOPTED AUGUST 25, 1992.
3. LOCATION OF BURIED UTILITIES AND PIPELINES, IF ANY, IS APPROXIMATE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE, OR BY ONE-CALL 811 SITE MARKINGS AT THE TIME OF THIS SURVEY. DUE CARE IS RECOMMENDED: CALL 1-800-DIG-TESS FOR LOCATES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.
4. THIS IS A PLANNING DOCUMENT AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

DEVELOPMENT NOTES

1. SITE PLAN INVOLVES X.XX ACRES WITHIN RACQUET CLUB SOUTH, SECTION 3, A PLANNED DISTRICT, AND PROPOSES A REVISED LOT LINE BETWEEN LOTS 31 & 32 IN BLOCK 1B, AND THE COMBINATION OF LOTS 27 & 28, BLOCK 1B AS EXHIBITED HEREON. A REVISED SUBDIVISION (RE)PLAT OF THE SAME ACCOMPANIES THIS PDHD REVISION.
2. AT THE TIME OF THIS REQUEST, THE EXISTING LOT 31, BLOCK 1B IS VACANT. DEVELOPMENT OF THAT LOT WILL CONSIST OF A SINGLE FAMILY DETACHED RESIDENCE IN CONFORMANCE WITH ADJACENT USE WITHIN THE EXISTING PLANNED DISTRICT. THE EXISTING LOT 28, BLOCK 1B IS BEING PROPOSED FOR COMBINATION WITH THE EXISTING LOT 27, SAME BLOCK WITH THE EXISTING STRUCTURE THEREON SUBJECT TO DEMOLITION AND THE RESULTING AREA IMPROVED AS OUTDOOR LIVING SPACE AND EXPANDED LANDSCAPING BENEFITTING THE EXISTING LOT 27 RESIDENCE.
3. NO STREET OR ALLEY RIGHTS OF WAY REVISIONS ARE PROPOSED WITH THIS REQUEST.
4. NO LOT ACCESS REVISIONS ARE PROPOSED WITH THIS AMENDMENT.
5. NO EASEMENT REVISIONS ARE PROPOSED WITH THIS AMENDMENT.
6. NO UTILITY ACCESS REVISIONS ARE PROPOSED WITH THIS AMENDMENT.
7. NO REFUSE COLLECTION REVISIONS ARE PROPOSED WITH THIS AMENDMENT.
8. NO STORMWATER MANAGEMENT REVISIONS ARE PROPOSED WITH THIS AMENDMENT.

DIMENSIONAL NOTES:

1. BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE (4203), NAD 83, U.S. SURVEY FOOT.
2. BUILDING SETBACK LINES PROPOSED AS FOLLOWS: 5' SIDE, 10' FRONT, & 8' REAR AS EXHIBITED GRAPHICALLY HEREON.
3. NO STRUCTURE SHALL EXCEED 2 STANDARD STORIES WITHIN THIS DEVELOPMENT.

FEMA NOTE

FLOOD STATEMENT: ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0088F, DATED SEPTEMBER 16, 2005, THIS PROPERTY IS PARTIALLY WITHIN THE SHADED PORTION OF ZONE "X", DESIGNATED AS "AREAS DETERMINED TO BE WITHIN THE 0.2% ANNUAL CHANCE FLOOD" AND PARTIALLY WITHIN ZONE "AH" (SFHA) WITH BASE FLOOD ELEVATION DETERMINED, DESIGNATED AS "AREAS DETERMINED TO BE WITHIN THE 1% ANNUAL CHANCE FLOOD."

PROPERTY OWNERS

DREW P. & MICHELLE F. HARRIS
2757 RACQUET CLUB DRIVE
MIDLAND, TEXAS 79705
DEED INSTRUMENT #2025-27833
O.P.R.M.C.T.

CARROLL B. GRAFA III & BARBARA GRAFA
2809 RACQUET CLUB DRIVE
MIDLAND, TEXAS 79705
DEED INSTRUMENT #2006-7744
O.P.R.M.C.T.

ROBERT W. FLOYD & SHARON T. FLOYD
2749 RACQUET CLUB DRIVE
MIDLAND, TEXAS 79705
DEED INSTRUMENT #2018-16204
O.P.R.M.C.T.

ROBERT M. DAVENPORT, JR.
2805 RACQUET CLUB DRIVE
MIDLAND, TEXAS 79705
DEED INSTRUMENT #2025-4617
O.P.R.M.C.T.

0' 15' 30' 60' 90'

SCALE = 1" : 30'

LEGEND

- FOUND MONUMENT AS NOTED
- PK NAIL FOUND
- "X" CUT IN CONCRETE
- A/C PAD
- CABLE PEDISTAL
- CLEAN OUT
- COLUMN (MASONRY)
- ELECTRIC BOX
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- D.R.M.C.T. DEED RECORDS, MIDLAND CO., TX
- CONCRETE
- PAVEMENT
- RIPRAP
- BUILDING
- FLOOD PLAIN

LINE TABLE

LINE NO.	LENGTH	BEARING
L1	82.62'	N14°24'49"W
L2	142.97'	N75°49'19"E
L3	28.34'	S59°18'19"E
L4	132.38'	S14°20'02"E
L5	32.50'	S75°35'11"W
L6	14.14'	S30°35'11"W
L7	76.01'	S75°35'11"W
L8	172.26'	N14°20'02"W
L9	141.49'	N75°49'19"E
L10	8.00'	S14°23'41"E
L11	17.30'	N75°49'19"E
L12	3.27'	S14°23'41"E
L13	13.57'	N75°49'19"E
L14	38.73'	S14°25'20"E
L15	13.85'	S48°31'21"E
L16	20.00'	S14°10'41"E
L17	69.36'	S60°43'26"W
L18	75.06'	S75°32'29"W

CURVE TABLE

CURVE NO.	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	111.74'	111.74'	121°56'38"	N43°14'45"W	91.81'
C2	89.88'	89.88'	085°49'31"	S13°26'55"W	81.71'

SEER LAND SURVEYING
TX FIRM #10194914
www.seer-grp.com
PO BOX 50193
MIDLAND, TX 79710
info@seer-grp.com
432.226.7337

PROJ: 2025_120

PDHD SITE PLAN

PROPOSED RACQUET CLUB SOUTH, SECTION 6

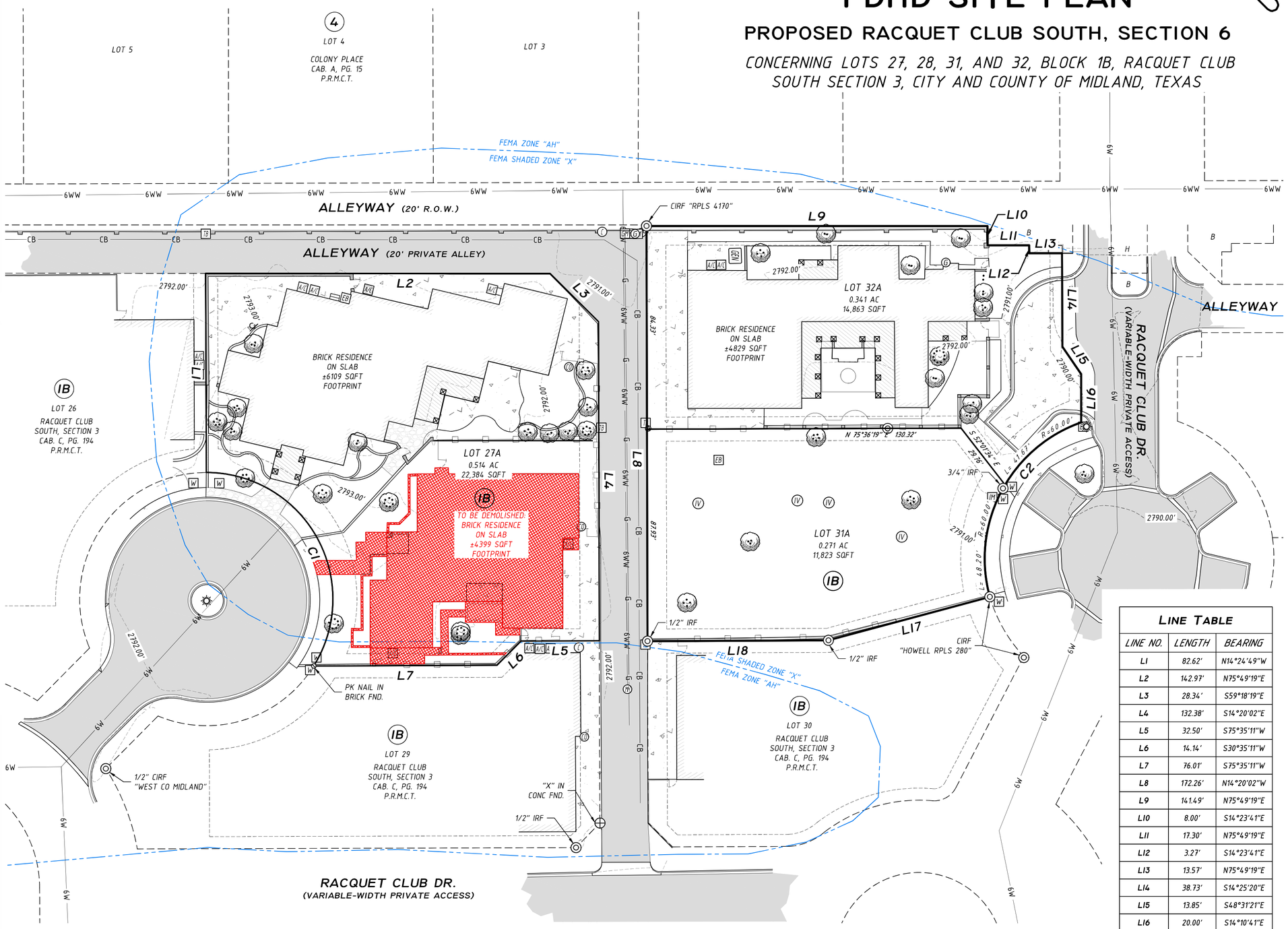
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PROPOSED RACQUET CLUB SOUTH, SECTION 6

CONCERNING LOTS 27, 28, 31, AND 32, BLOCK 1B, RACQUET CLUB SOUTH SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS

VICINITY MAP (NTS)





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2. AT THE TIME OF THIS REQUEST, THE EXISTING LOT 31, BLOCK 1B IS VACANT. DEVELOPMENT OF THAT LOT WILL CONSIST OF A SINGLE FAMILY DETACHED RESIDENCE IN CONFORMANCE WITH ADJACENT USE WITHIN THE EXISTING PLANNED DISTRICT. THE EXISTING LOT 28, BLOCK 1B IS BEING PROPOSED FOR COMBINATION WITH THE EXISTING LOT 27, SAME BLOCK WITH THE EXISTING STRUCTURE THEREON SUBJECT TO DEMOLITION AND THE RESULTING AREA IMPROVED AS OUTDOOR LIVING SPACE AND EXPANDED LANDSCAPING BENEFITTING THE EXISTING LOT 27 RESIDENCE.
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0' 15' 30' 60' 90'

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L8	172.26'	N14°20'02"W
L9	141.49'	N75°49'19"E
L10	8.00'	S14°23'41"E
L11	17.30'	N75°49'19"E
L12	3.27'	S14°23'41"E
L13	13.57'	N75°49'19"E
L14	38.73'	S14°25'20"E
L15	13.85'	S48°31'21"E
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L18	75.06'	S75°32'29"W

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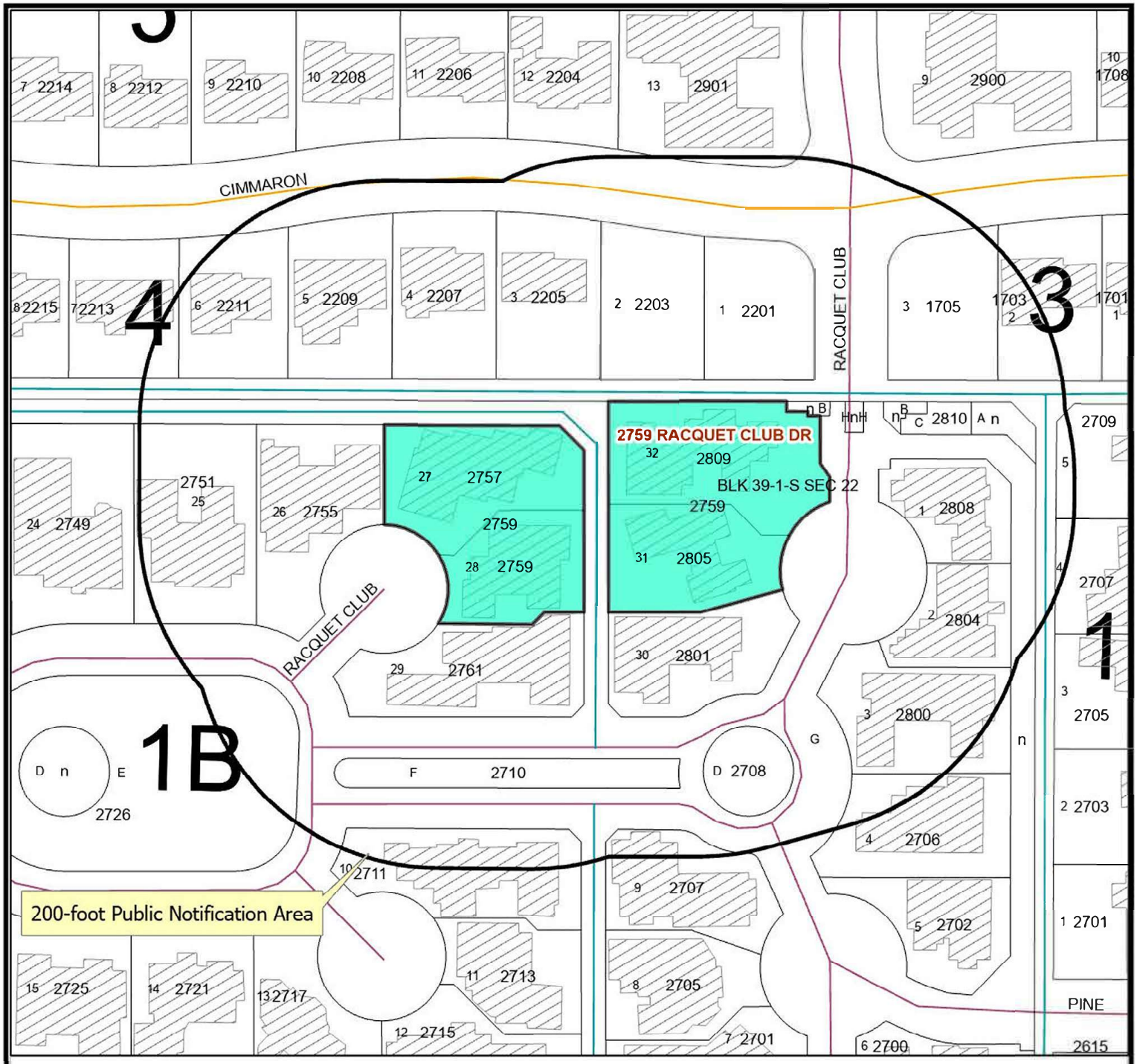
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PROJ: 2025_120

PDHD SITE PLAN

PROPOSED RACQUET CLUB SOUTH, SECTION 6



Location Map

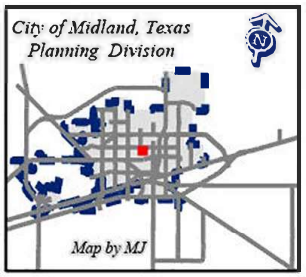
Z-26-0482 **Scale: 1" = 117'**

Consider a request by SEER Land Surveying, on behalf of Drew & Michelle Harris, Robert & Sharon Floyd, Carroll & Barbara Grafa and Robert Davenport, for a Zone Change from PD, Planned Development District for a Housing Development to an amended PD, Planned Development District for a Housing District on Lots 27, 28, 31, and 32, Block 1B, Racquet Club South, Section 3, City and County of Midland, Texas.

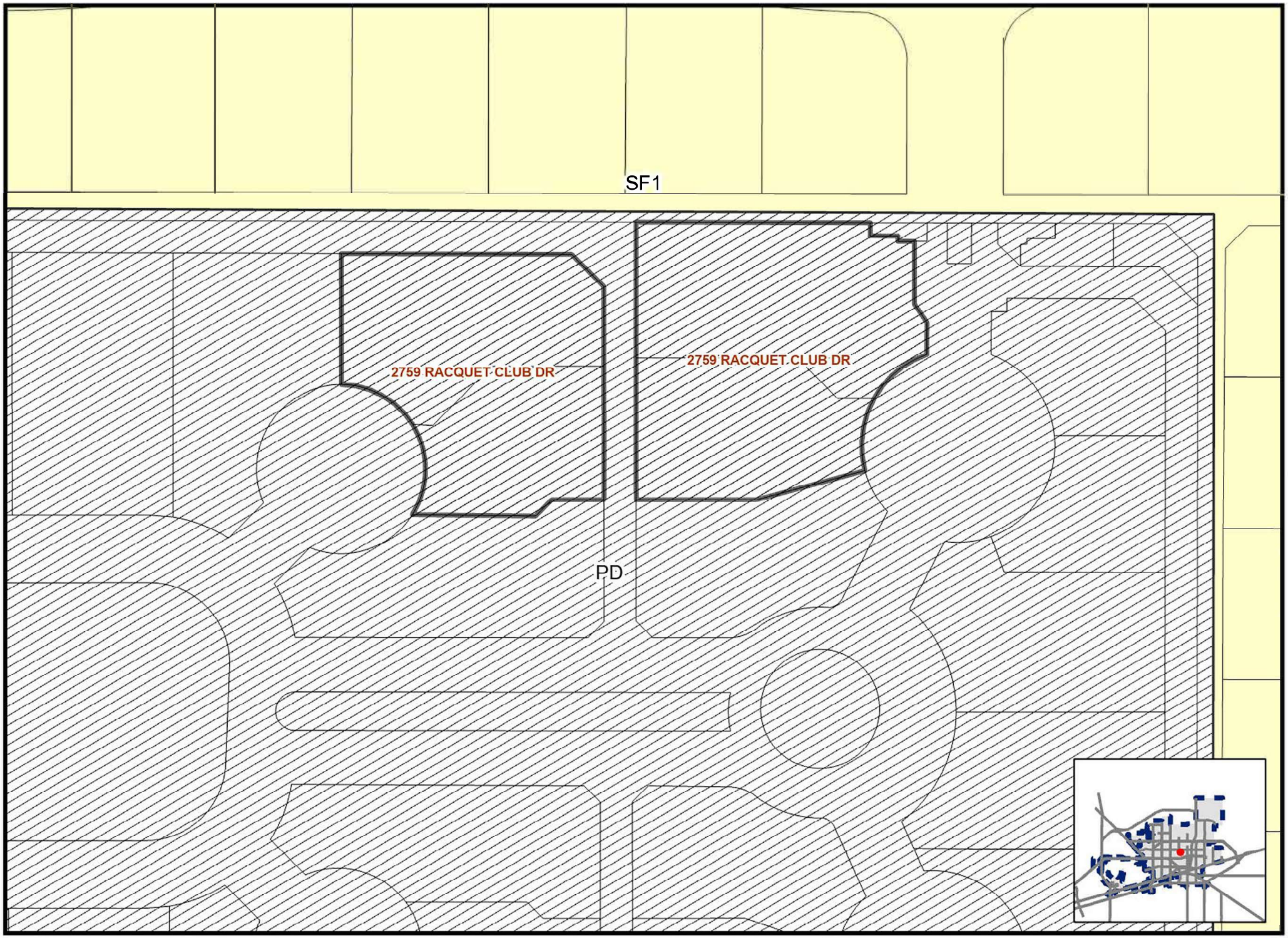
Generally located on the north side of Racquet Club Drive, approximately 350 feet west of North L Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT. NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES BASED UPON THE USE OF THIS DATA.



Created: 4/16/2026

Z-26-0482

Scale: 1" = 75'

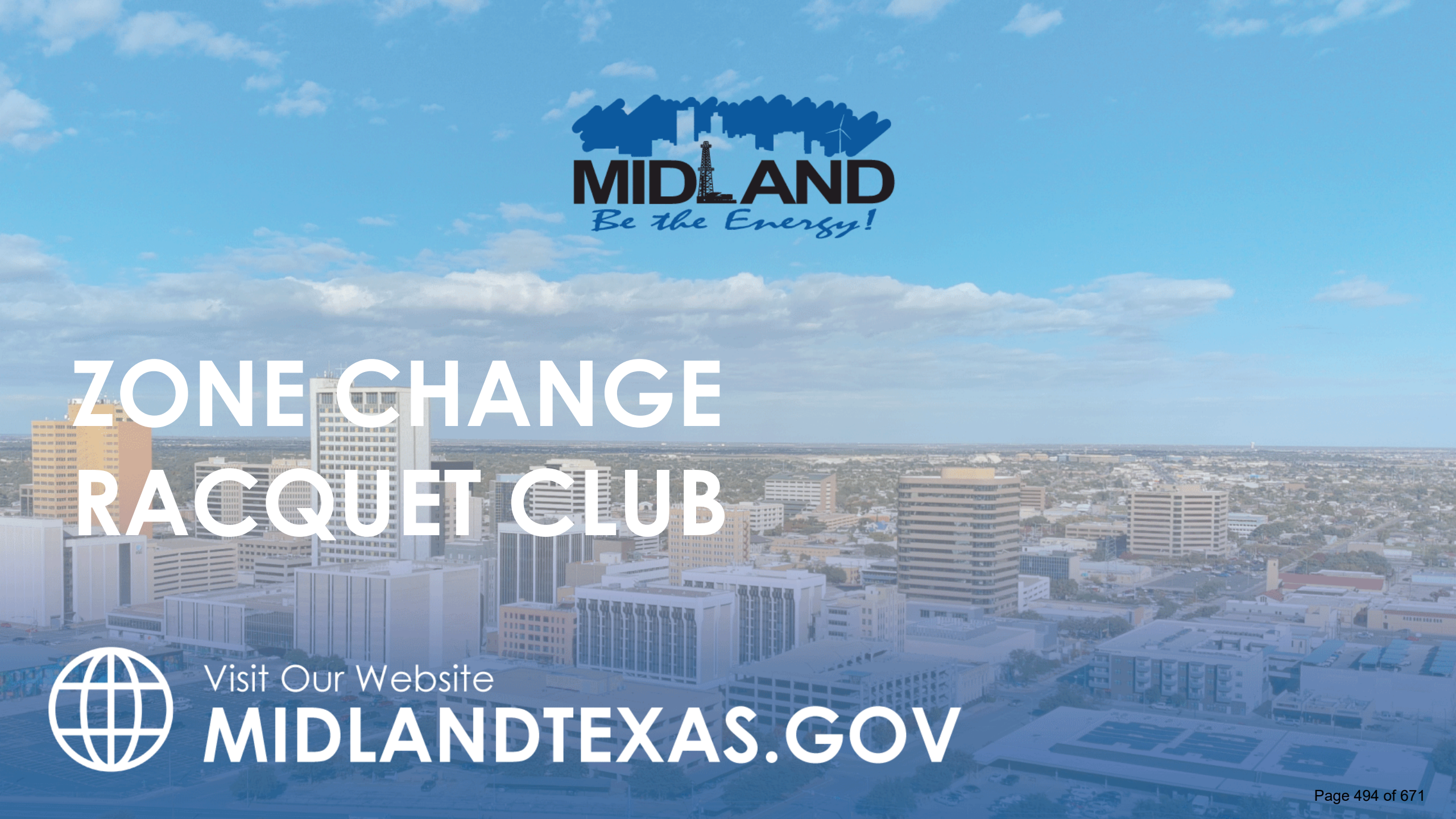
ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISION


3
RACQUET CLUB
27
28
29
30
31
32
QUET CLUB

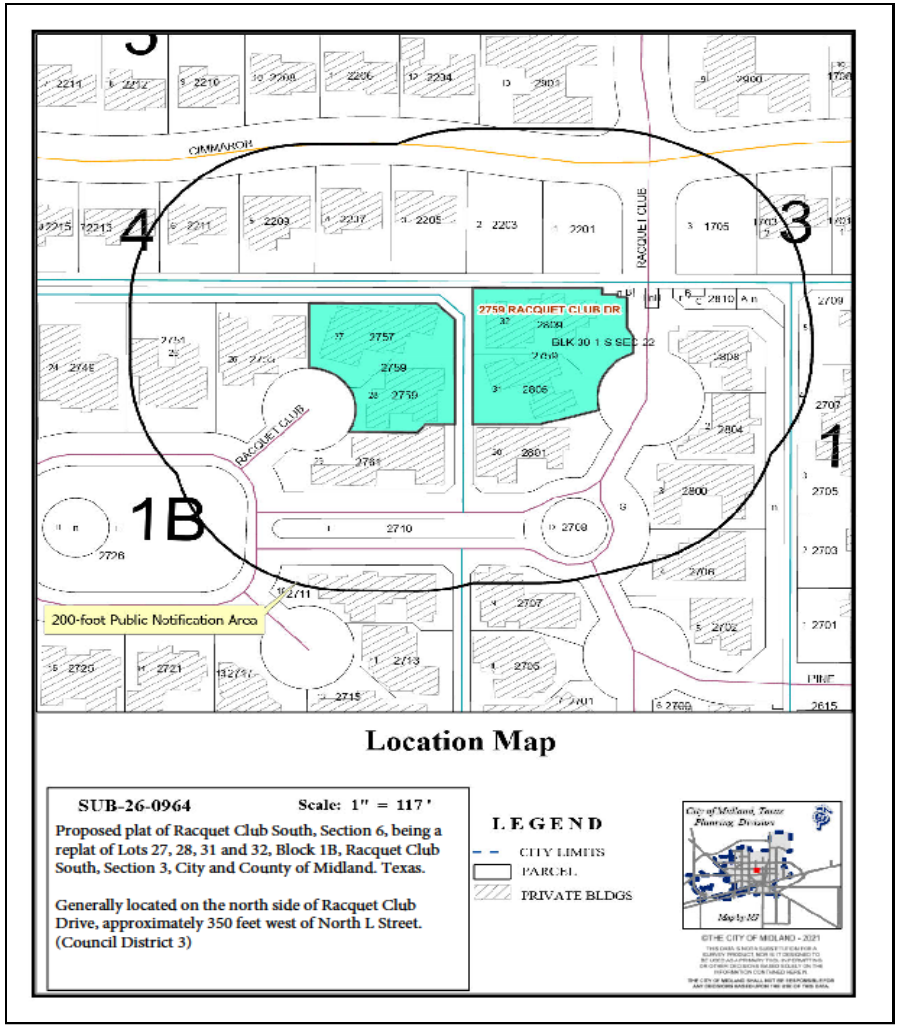





MIDLAND
Be the Energy!
ZONE CHANGE
RACQUET CLUB
Visit Our Website
MIDLANDTEXAS.GOV

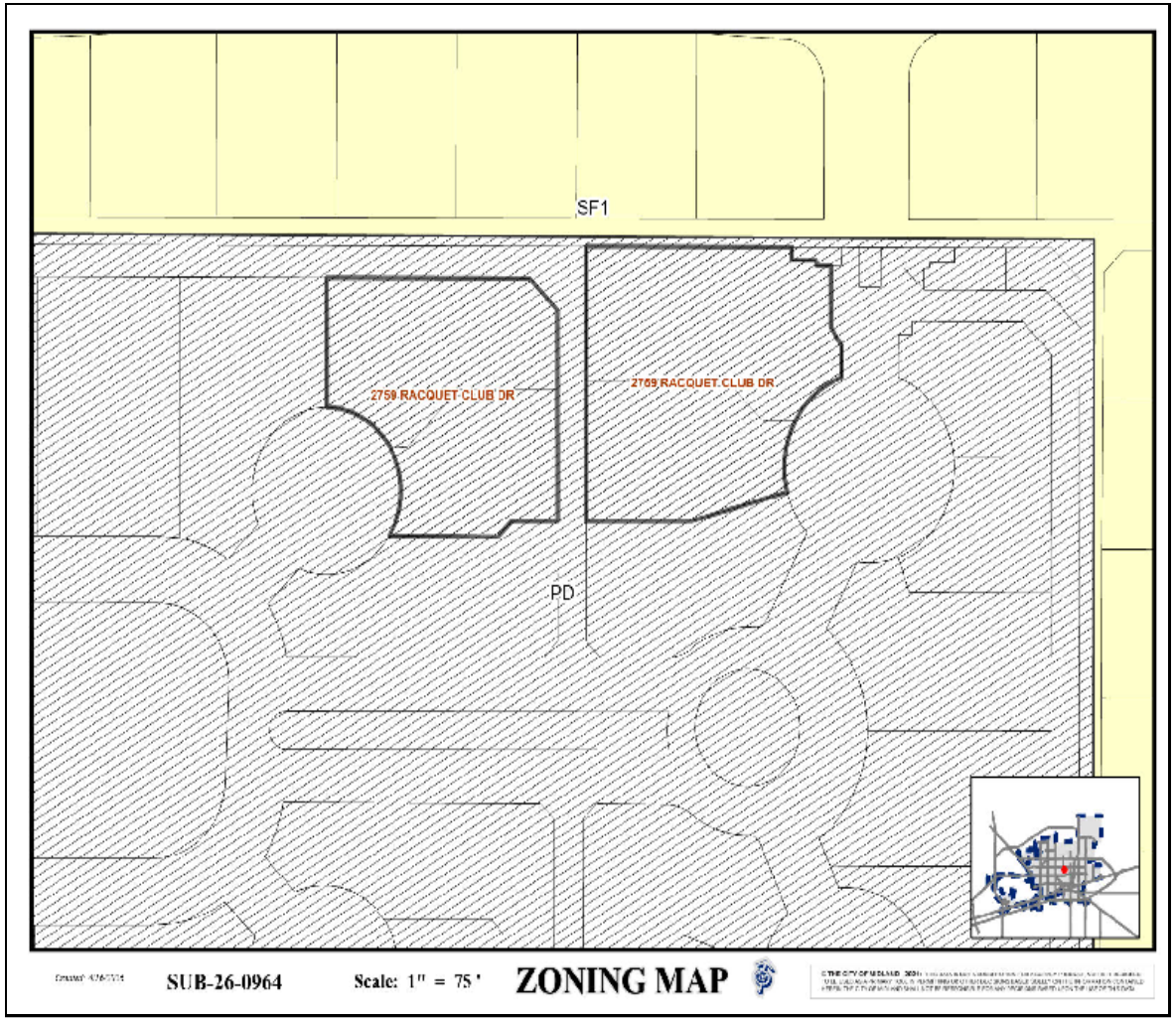
APPLICATION SUMMARY

- **Property Owner:** Robert Davenport, Robert & Sharon Floyd, Carroll & Barbara Grafa, and Drew & Michelle Harris
- **Representative:** Paladin Huckaba, with SEER Land Surveying
- **Location:** 2757, 2759, 2805, 2809 Racquet Club Drive (Council District 3)
- **Reason for Request:** To amended the current site plan of the PD, Planned Development to reflect the changes to the properties.



ZONING

- **Current Zoning:** PD, Planned Development District for a Housing Development
- **Surrounding Zoning:**
  - **North:** SF-1, Single-Family Dwelling District
  - **South/East/West:** PD, Planned Development District for a Housing Development
- **Proposed Zoning**: an amended PD, Planned Development District for a Housing Development



3

LAND USE

- **Current Use:** Single-Family Dwellings
- **Surrounding Uses:**
  - **North/South/East/West:** Single-Family Dwellings







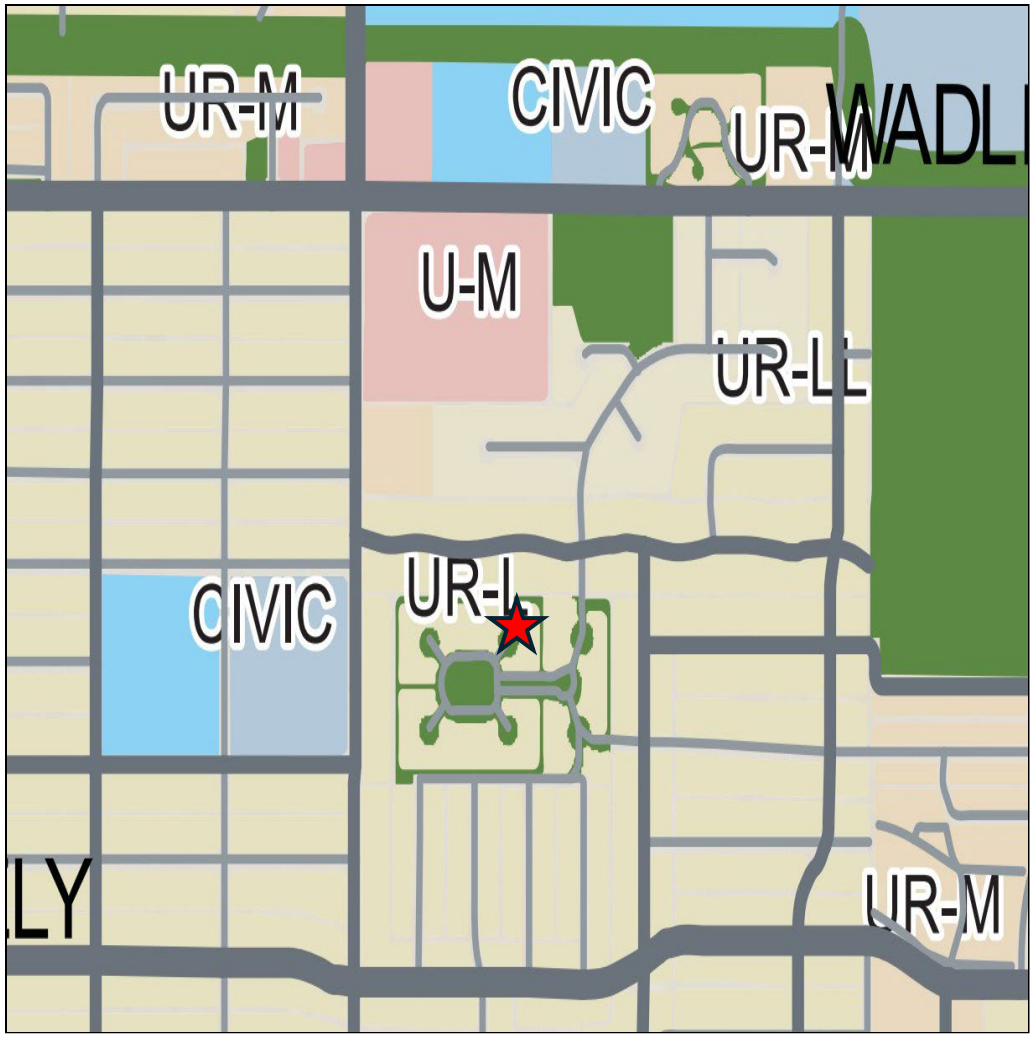
On Racquet Club Drive

5

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **Land Use Designation:** Urban Residential-Low, (UR-L)
- **Supported Uses:** Restrictive land use, emphasizing single-family detached development.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



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RELATED ITEMS

- A preliminary plat was approved by the Planning and Zoning Commission on May 4, 2026.



STAFF'S RECOMMENDATION

- No objections were received.
- The Planning and Zoning Commission approved this request on May 18, 2026.
- Staff recommends approval of this request with the following conditions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit A.



STAFF'S RECOMMENDATION

B. That the lots identified on the site plan as Lots 27A, 31A, and 32A (the "Replatted Lots") shall be developed only for single-family dwellings in accordance with the regulations applicable to the TH, Townhouse (Attached) Dwelling District except as otherwise shown on the site plan.

C. That the minimum lot width, minimum lot depth, and minimum lot area of the each of the Replatted Lots shall be as shown on the site plan.



MISSION

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



City Council Meeting

Item Number: 18.
Meeting Date: June 23, 2026
To: City Council
From: Garrick Clayton, Oil and Gas Officer
Subject: THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: CHAPARRAL 120 MIPA UNIT H120LS; CHAPARRAL 120 MIPA UNIT HL20MS; CHAPARRAL 120 MIPA UNIT HL20UH; CHAPARRAL 120 MIPA UNIT HL20WB; CHAPARRAL H125WA; CHAPARRAL H130LS; CHAPARRAL H130SS; CHAPARRAL H130UH; CHAPARRAL H130WB; CHAPARRAL H135WA; CHAPARRAL H140LS; CHAPARRAL H140MS; CHAPARRAL H140UH; CHAPARRAL H140WB; CHAPARRALL H145WA; CHAPARRAL H150LS; CHAPARRAL H150SS; CHAPARRAL H150UH; CHAPARRAL H150WB; AND CHAPARRAL H105WA; SAID WELLS BEING GENERALLY LOCATED BETWEEN 1,194 FEET AND 2,300 FEET EAST OF NORTH GARFIELD STREET AND BETWEEN 1,218 AND 1,800 FEET SOUTH OF WEST LOOP 250 NORTH (PUBLIC HEARING ONLY)

Purpose:
The proposed granting of oil and gas well permits to Permian Deep Rock Oil Co., LLC ("Operator") for the drilling of the following oil and gas wells: CHAPARRAL 120 MIPA UNIT H120LS; CHAPARRAL 120 MIPA UNIT HL20MS; CHAPARRAL 120 MIPA UNIT HL20UH; CHAPARRAL 120 MIPA UNIT HL20WB; CHAPARRAL H125WA; CHAPARRAL H130LS; CHAPARRAL H130SS; CHAPARRAL H130UH; CHAPARRAL H130WB; CHAPARRAL H135WA; CHAPARRAL H140LS; CHAPARRAL H140MS; CHAPARRAL H140UH; CHAPARRAL H140WB; CHAPARRALL H145WA; CHAPARRAL H150LS; CHAPARRAL H150SS; CHAPARRAL H150UH; CHAPARRAL H150WB; AND CHAPARRAL H105WA; said wells being generally located between 1,194 feet and 2,300 feet east of North Garfield Street and between 1,218 and 1,800 feet south of West Loop 250 North. Council may consider these permits following a 30-day public comment period and at a regularly scheduled meeting. No notices of objection were received.

Recommended Action:
Direction/Informational

Fiscal Impact:
There is no cost to the City to process this application.

Strategic Priority:
SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:
The Oil and Gas Advisory Committee has reviewed the well sites in detail and recommends approval. Permian Deep Rock Oil Co., LLC will install 24' Sound walls on all sides of the location and will be used during all drilling and fracing operations. Permian Deep Rock Oil Co., LLC will utilize an electric frac fleet, with any power generation equipment to be staged on the pad behind sound barriers. A closed loop system will be used with no reserve pit being needed and off-site cuttings disposal. Tank Battery will be located outside of the city limits. Location is in proximity to 30+ similar wells located at Airpark, permitted in 2018-2024, and will be constructed in a similar manor. 20 wells are being permitted on this pad with more potentially to follow. Permian Deep Rock Oil Co., LLC is requesting the following variances:

1. requests to allow for twenty-four-hour fracing operations.
2. to fencing to allow to fence around the entire pad in leu of individual wells. Fencing will follow terms defined in an SUA for the South and West sides. Operator will agree to maintain and keep in good condition already installed fencing on the north side for 2,560 feet and the east side for 700 feet which meets ordinance 8769 requirements.
3. To landscaping to construct and develop landscaping per a SUA with Midland College.
4. To allow for the removal of drill cuttings from the surface location.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Overall Location

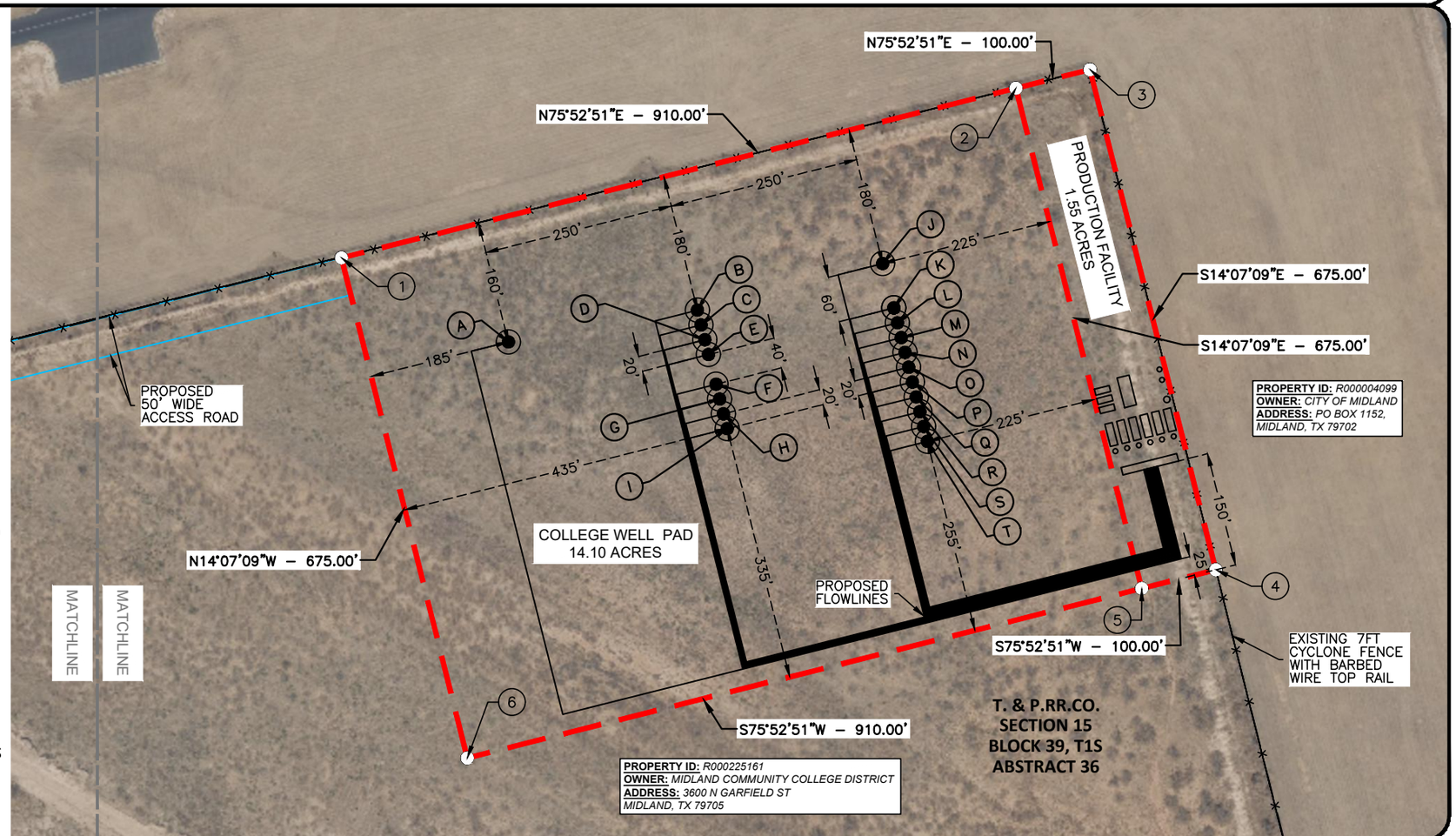
Attachments:
A. OVERALL LOCATION MAP
B. CHAPARRAL 120 MIPA UNIT H120LS PERMIT APPLICATION
C. CHAPARRAL 120 MIPA UNIT H120LS DRILL SITE
D. Chaparral 120MIPA H120LS Location Map
E. CHAPARRAL 120 MIPA UNIT H120MS PERMIT APPLICATION
F. CHAPARRAL 120 MIPA UNIT H120MS DRILL SITE MAP
G. Chaparral 120MIPA H120MS Location Map
H. CHAPARRAL 120 MIPA UNIT H120UH PERMIT APPLICATION
I. CHAPARRAL 120 MIPA UNIT H120UH DRILL SITE MAP
J. Chaparral 120MIPA H120UH Location Map
K. CHAPARRAL 120 MIPA UNIT H120WB PERMIT APPLICATION
L. CHAPARRAL 120 MIPA UNIT H120WB DRILL SITE MAP
M. Chaparral 120MIPA H120WB Location Map
N. CHAPARRAL H105WA. PERMIT APPLICATION
O. CHAPARRAL H105WA DRILL SITE MAP
P. Chaparral H105WA Location Map
Q. CHAPARRAL H125WA PERMIT APPLICATION
R. CHAPARRAL H125WA DRILL SITE MAP
S. Chaparral H125WA Location Map

T. CHAPARRAL H130LS PERMIT APPLICATION
U. CHAPARRAL H130LS DRILL SITE MAP
V. Chaparral H130LS Location Map
W. CHAPARRAL H130SS PERMIT APPLICATION
X. CHAPARRAL H130SS DRILL SITE MAP
Y. Chaparral H130SS Location Map
Z. CHAPARRAL H130UH PERMIT APPLICATION
AA. CHAPARRAL H130UH DRILL SITE MAP
BB. Chaparral H130UH Location Map
CC. CHAPARRAL H130WB PERMIT APPLICATION
DD. CHAPARRAL H130WB DRILL SITE MAP
EE. Chaparral H130WB Location Map
FF. CHAPARRAL H135WA PERMIT APPLICATION
GG. CHAPARRAL H135WA DRILL SITE MAP
HH. Chaparral H135WA Location Map
II. CHAPARRAL H140LS PERMIT APPLICATION
JJ. CHAPARRAL H140LS DRILL SITE MAP
KK. Chaparral H140LS Location Map
LL. CHAPARRAL H140MS PERMIT APPLICATION
MM. CHAPARRAL H140MS DRILL SITE MAP
NN. Chaparral H140MS Location Map
OO. CHAPARRAL H140UH PERMIT APPLICATION
PP. CHAPARRAL H140UH DRILL SITE MAP
QQ. Chaparral H140UH Location Map
RR. CHAPARRAL H140WB PERMIT APPLICATION
SS. CHAPARRAL H140WB DRILL SITE MAP
TT. Chaparral H140WB Location Map
UU. CHAPARRAL H145WA PERMIT APPLICATION
VV. CHAPARRAL H145WA DRILL SITE MAP
WW. Chaparral H145WA Location Map
XX. CHAPARRAL H150LS PERMIT APPLICATION
YY. CHAPARRAL H150LS DRILL SITE MAP
ZZ. Chaparral H150LS Location Map
AAA. CHAPARRAL H150SS PERMIT APPLICATION
BBB. CHAPARRAL H150SS DRILL SITE MAP
CCC. Chaparral H150SS Location Map
DDD. CHAPARRAL H150UH PERMIT APPLICATION
EEE. CHAPARRAL H150UH DRILL SITE MAP
FFF. Chaparral H150UH Location
GGG. CHAPARRAL H150WB PERMIT APPLICATION
HHH. CHAPARRAL H150WB DRILL SITE MAP
III. Chaparral H150WB Location Map

Liliana Morales, Development Services - Oil and Gas	Created/Initiated - 6/10/2026
Garrick Clayton, Development Services - Oil and Gas	Approved - 6/10/2026
Elizabeth Triggs, Development Services	Approved - 6/11/2026
Linda Ochoa, Legal	Approved - 6/15/2026
Jose Ortiz, City Manager	Approved - 6/15/2026
Jan Hamilton, City Secretary	Final Approval - 6/16/2026

MIDLAND COUNTY, TEXAS

Coordinates			
Corner No.	State Plane TX–C NAD27	Geographic NAD27	Elev:
①	N: 866085.70 E: 1450494.44	Lat: 32°02'09.22" Long: 102°06'23.36"	2,798.2'
②	N: 866307.68 E: 1451376.95	Lat: 32°02'11.56" Long: 102°06'13.15"	2,798.8'
③	N: 866332.07 E: 1451473.93	Lat: 32°02'11.81" Long: 102°06'12.03"	2,798.1'
④	N: 865677.46 E: 1451638.57	Lat: 32°02'05.36" Long: 102°06'09.99"	2,801.2'
⑤	N: 865653.07 E: 1451541.60	Lat: 32°02'05.11" Long: 102°06'11.12"	2,801.5'
⑥	N: 865431.09 E: 1450659.09	Lat: 32°02'02.77" Long: 102°06'21.32"	2,798.7'



STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
PROFESSIONAL
LAND
SURVEYOR

04/24/26

WILLIAM S. ABRAHAM,
REGISTERED PROFESSIONAL LAND
SURVEYOR TEXAS REGISTRATION NO. 2052

COLLEGE WELL PAD =
TOTAL AREA OF WELL PAD

= 14.10 ACRES
= 614,250 SQ. FEET

PRODUCTION FACILITY =
TOTAL AREA OF
PRODUCTION FACILITY

= 1.55 ACRES
= 67,500 SQ. FEET

ACCESS ROAD =
TOTAL LENGTH OF ACCESS
ROAD

= 1,573.56 FEET
= 95.37 RODS

EXHIBIT "G"

COLLEGE WELL PAD
SITUATED IN
T. & P. RR. CO. SURVEY, SECTION 15, BLOCK 39,
T1S, ABSTRACT 36 OF THE CITY MIDLAND,
MIDLAND COUNTY, TEXAS.

REV.	DRAWING NAME
0	EXHIBIT "G" - COLLEGE WELL PAD

Arrington Oil & Gas Operating, LLC

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	GRJ	DATE	04/15/26
CHECKED	MA	DATE	04/15/26
APP'D		DATE	
SCALE	1"=200'	PAGE	1 OF 5

REV#	DATE	DESC.

JOB NO. 26003998

N
W E
S
0' 100' 200'

LEGEND

FEMA FLOOD PANEL
PAD LINE
SURFACE HOLE LOCATION

NOTES

1. ALL BEARINGS & DISTANCES SHOWN HEREON ARE GRID BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1927, US SURVEY FOOT, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY ATWELL, LLC ON MARCH, 2026.

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
05/04/2026	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Undeveloped land on Midland College campus

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

Current Tax Roll from Midland Central Appraisal District), **which lists**

the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Chaparral 120 MIPA Unit H120LS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1,398' FNL & 2,300' FWL, Section 15
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations).* [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* : Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29)**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Compnay
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Kyle Hammond, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Peña
Notary Public, State of Texas

[S E A L]

ESTELLA PENA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 08/03/29
NOTARY ID 131233618

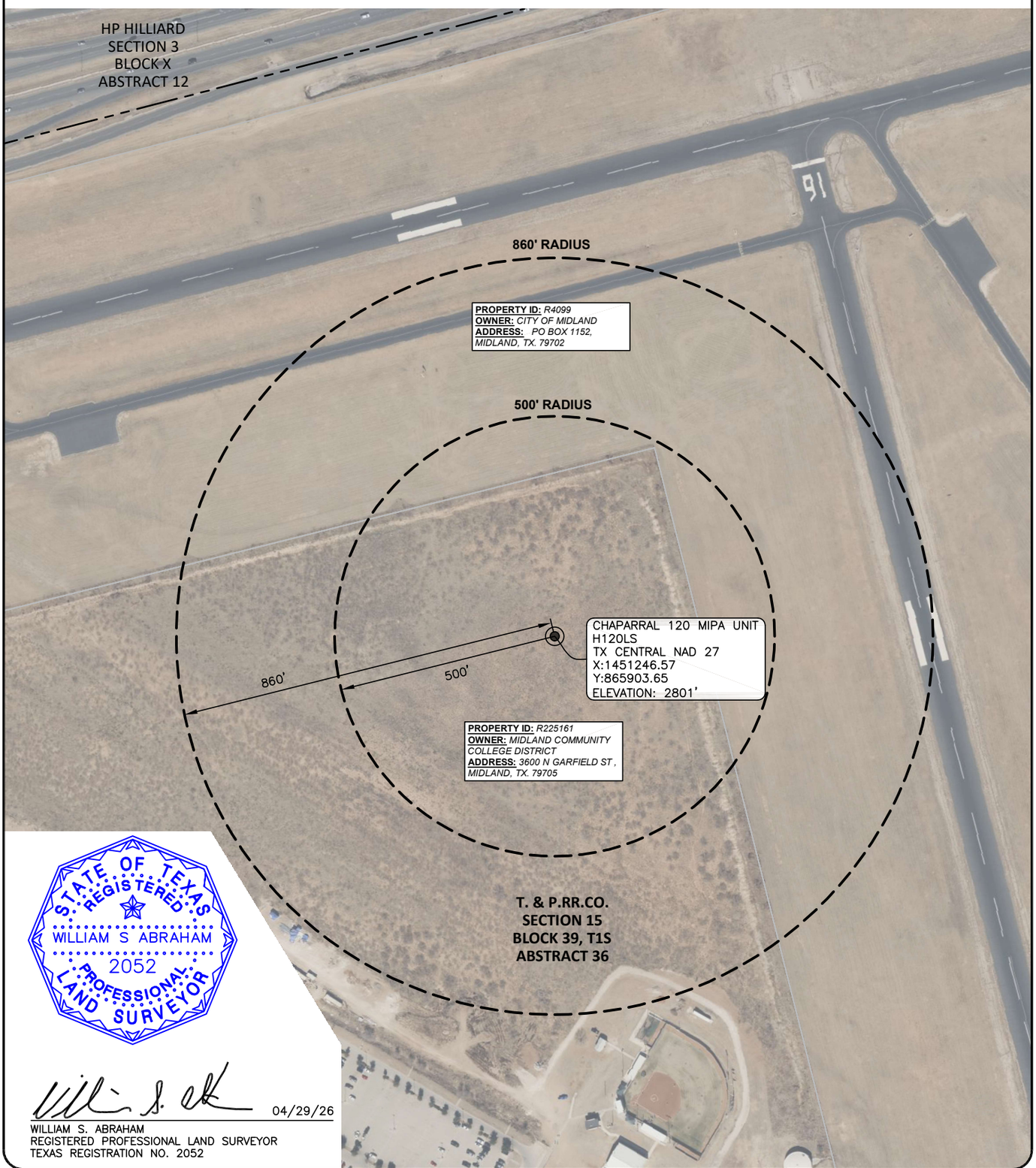
NOTES:

1.ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2.THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3.THE PROPOSED WELL LOCATION WAS SURVEYED ON 04-13-2026

SYMBOL LEGEND:

FIRE HYDRANT
STORM DRAIN MANHOLE
WATER VALVE

N
W E
S
0' 150' 300'



STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
PROFESSIONAL
LAND SURVEYOR

04/29/26

WILLIAM S. ABRAHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 2052

WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED CHAPARRAL 120 MIPA UNIT H120LS
T. & P. RR. CO. SURVEY, SECTION 15, BLOCK 39, T1S,
ABSTRACT 36, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 2,300' FSWL & 1,398 FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 27, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

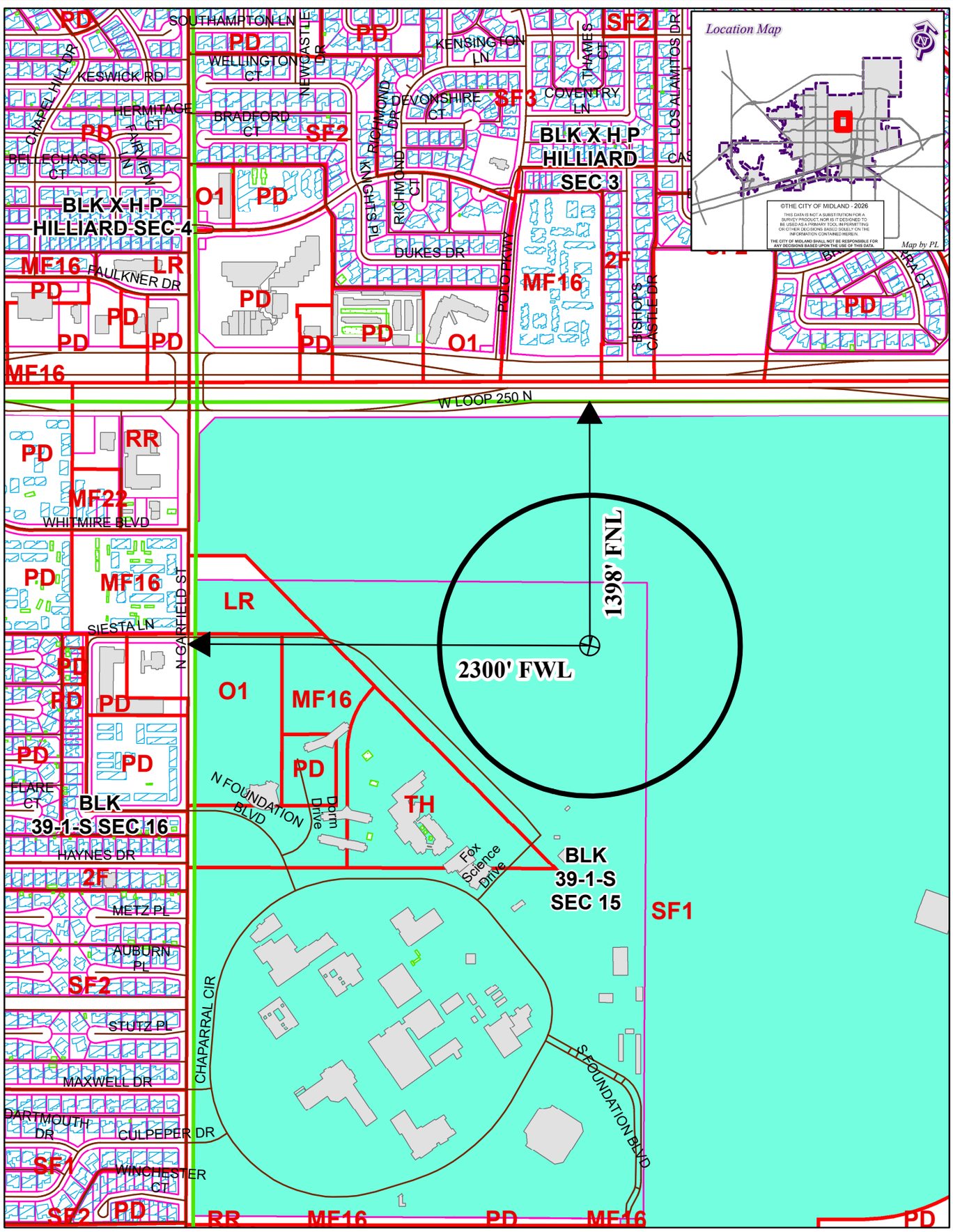
PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	GJL	DATE	04-14-26
CHECKED	MA	DATE	04-14-26
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
1	4-24-26	CONVERT TO NAD 27

JOB NAME	WELL RADIUS
JOB NO.	26003998



LOCATION AND ZONING MAP

OIL26-000000006 **Scale: 1" = 700'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,398' FNL and 2,300' FWL, Section 15, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 2,300 feet east of North Garfield Street and 1,398 feet south of W Loop 250 N.

Chaparral 120 MIPA Unit H120LS

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
05/04/2026	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

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IV. Well & Operations Information

Proposed Well Name: Chaparral 120 MIPA Unit H120MS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1,438' FNL & 2,300' FWL, Section 15
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Permian Deep Rock Oil Compnay
[NAME OF COMPANY]

By _____
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Kyle Hammond, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

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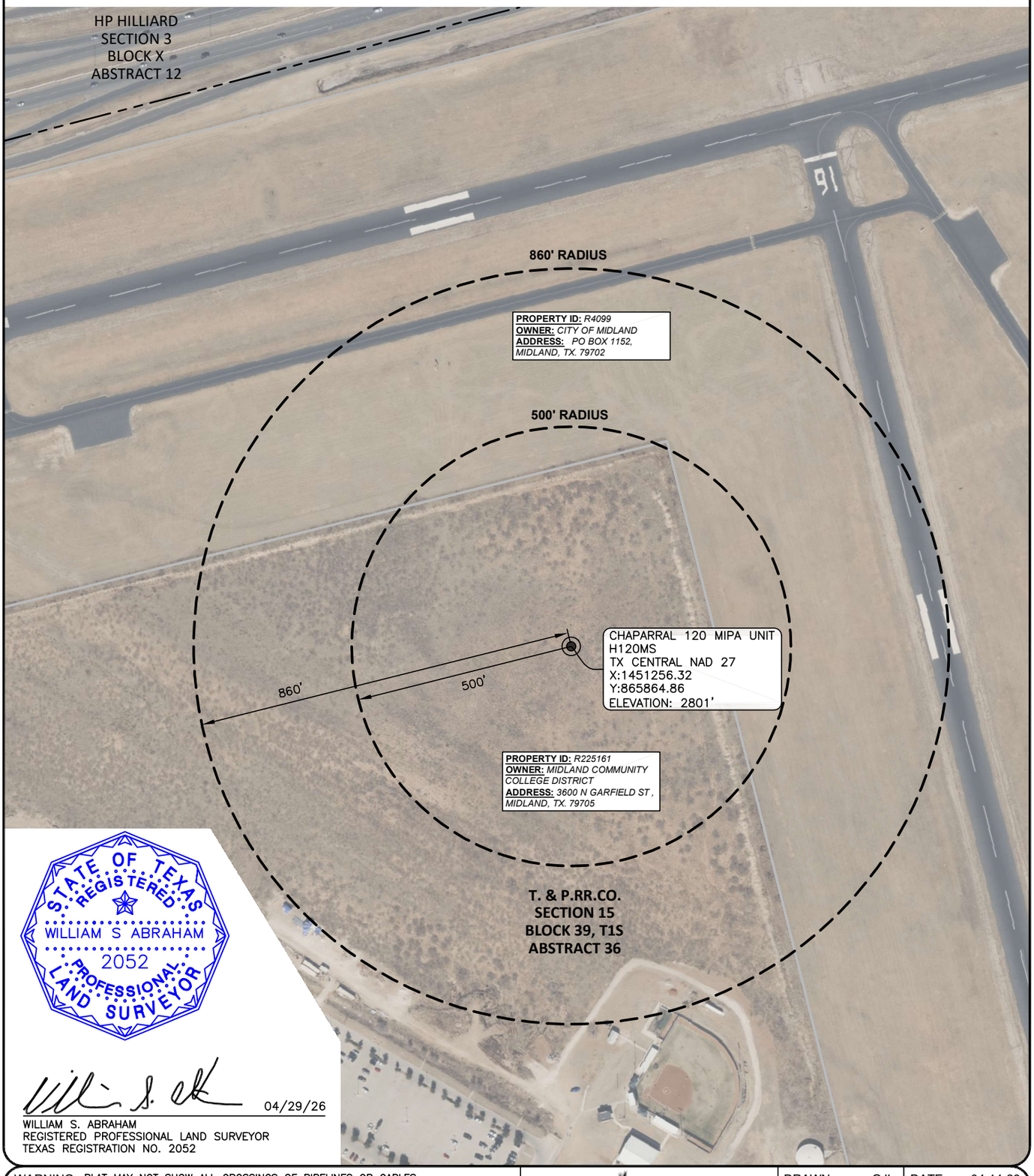
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3.THE PROPOSED WELL LOCATION WAS SURVEYED ON 04-13-2026

SYMBOL LEGEND:

FIRE HYDRANT
STORM DRAIN MANHOLE
WATER VALVE

N
W E
S
0' 150' 300'



STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
PROFESSIONAL
LAND SURVEYOR

04/29/26
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WELL RADIUS

PROPOSED CHAPARRAL 120 MIPA UNIT H120MS
T. & P. RR. CO. SURVEY, SECTION 15, BLOCK 39, T1S,
ABSTRACT 36, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 2,300' FSWL & 1,438 FNWL

NOTES:
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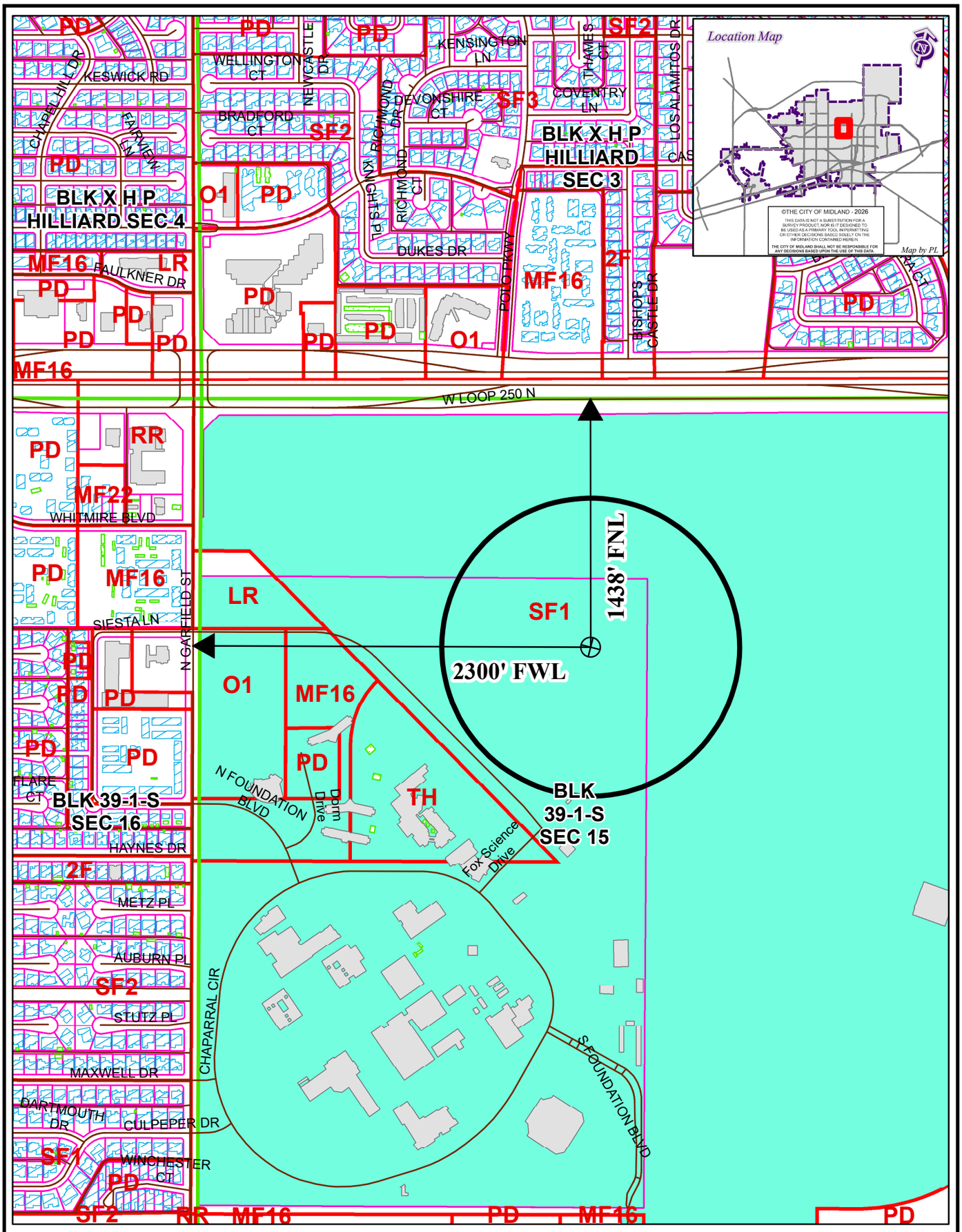
PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	GJL	DATE	04-14-26
CHECKED	MA	DATE	04-14-26
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
1	4/24/26	CONVERT TO NAD 27

JOB NAME	WELL RADIUS
JOB NO.	26003998



LOCATION AND ZONING MAP

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Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,438' FNL and 2,300' FWL, Section 15, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 2,300 feet east of North Garfield Street and 1,438 feet south of W Loop 250 N.

Chaparral 120 MIPA Unit H120MS

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
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ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

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(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
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Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
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Proposed Well Name: Chaparral 120 MIPA Unit H120UH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

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Legal Description of Proposed Well Site: SHL: 1,298' FNL & 2,300' FWL, Section 15
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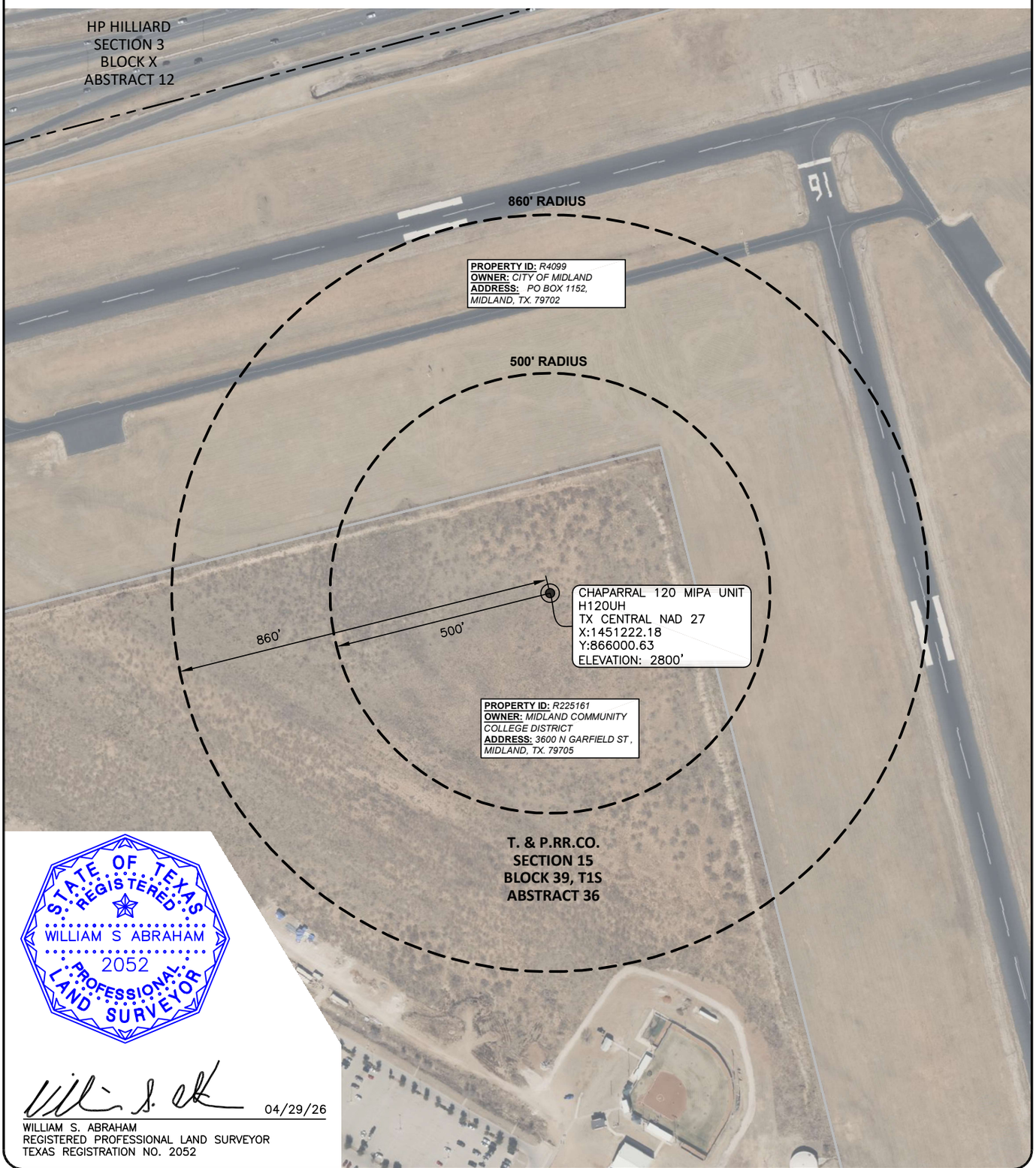
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2052
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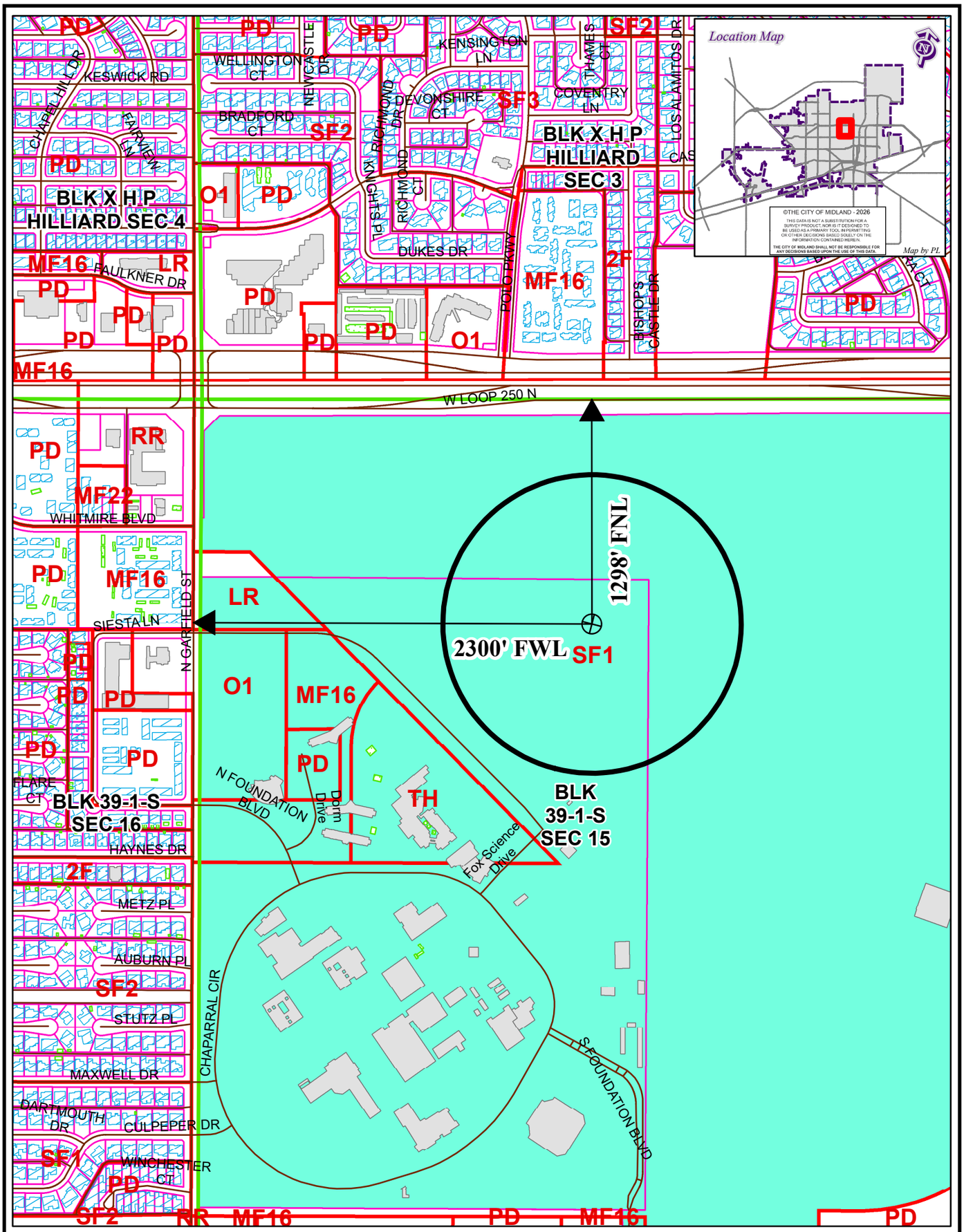
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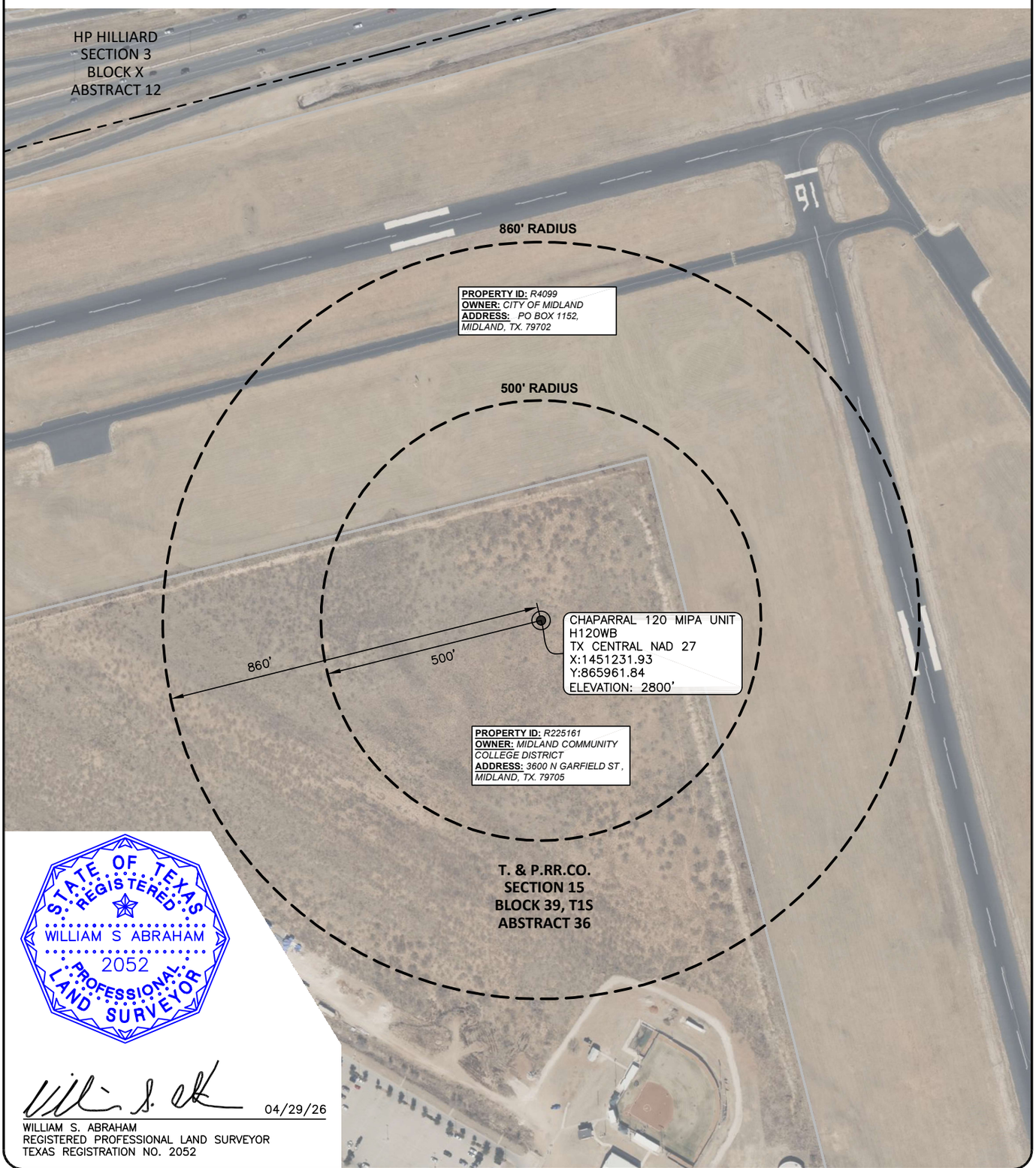
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WELL SECTION LINE TIES: 2,300' FSWL & 1,338 FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 27, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

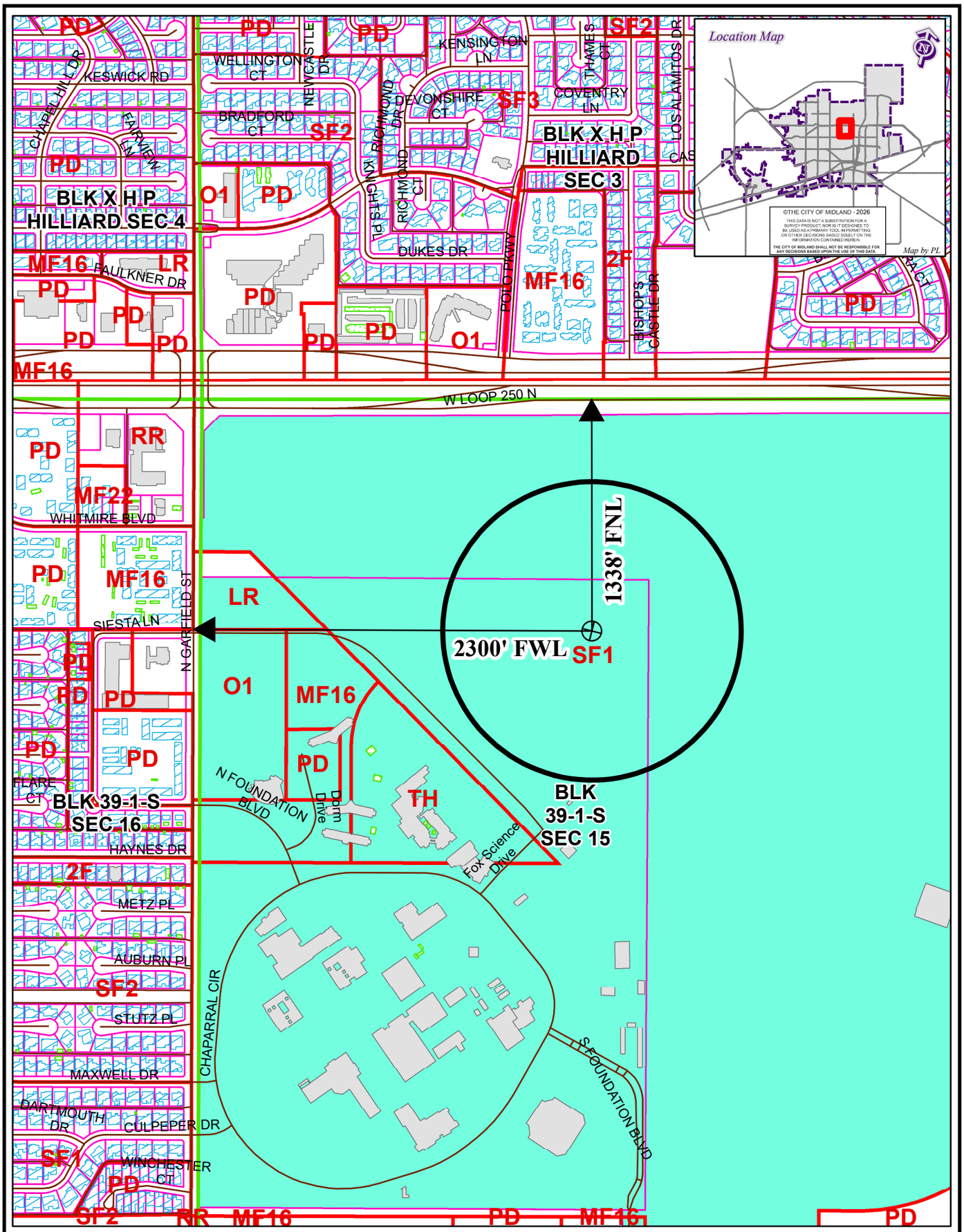
PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	GJL	DATE	04-14-26
CHECKED	MA	DATE	04-14-26
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
1	4/24/26	CONVERT TO NAD 27

JOB NAME	WELL RADIUS
JOB NO.	26003998



LOCATION AND ZONING MAP

OIL26-000000009 **Scale: 1" = 700'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,338' FNL and 2,300' FWL, Section 15, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 2,300 feet east of North Garfield Street and 1,338 feet south of W Loop 250 N.

Chaparral 120 MIPA Unit H120WB

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
05/04/2026	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes ✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Undeveloped land on Midland College campus

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

Current Tax Roll from Midland Central Appraisal District), **which lists**

the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Chaparral H105WA

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1,194' FNL & 1,800' FWL, Section 15
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

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***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

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***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Compnay
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Kyle Hammond, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Peña
Notary Public, State of Texas

[S E A L]

ESTELLA PENA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 08/03/29
NOTARY ID 131233618

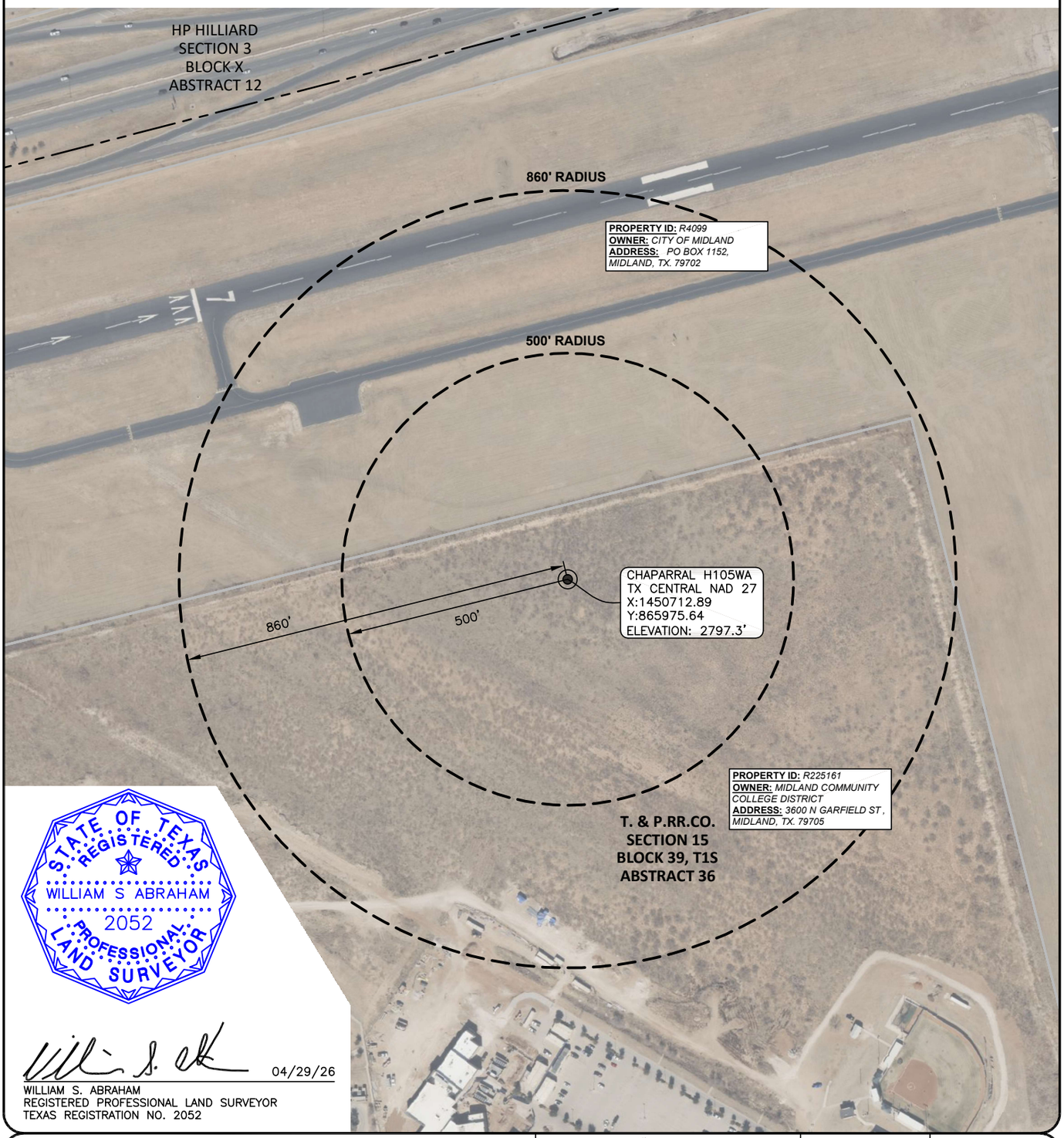
NOTES:

1.ORIGINAL DOCUMENT SIZE: 8.5" X 14"
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3.THE PROPOSED WELL LOCATION WAS SURVEYED ON 04-13-2026

SYMBOL LEGEND:

FIRE HYDRANT
STORM DRAIN MANHOLE
WATER VALVE

N
W E
S
0' 150' 300'



STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
PROFESSIONAL
LAND SURVEYOR

04/29/26
WILLIAM S. ABRAHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 2052

WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED CHAPARRAL H105WA
T. & P. RR. CO. SURVEY, SECTION 15, BLOCK 39, T1S,
ABSTRACT 36, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 1,800' FSWL & 1,194 FNWL

NOTES:
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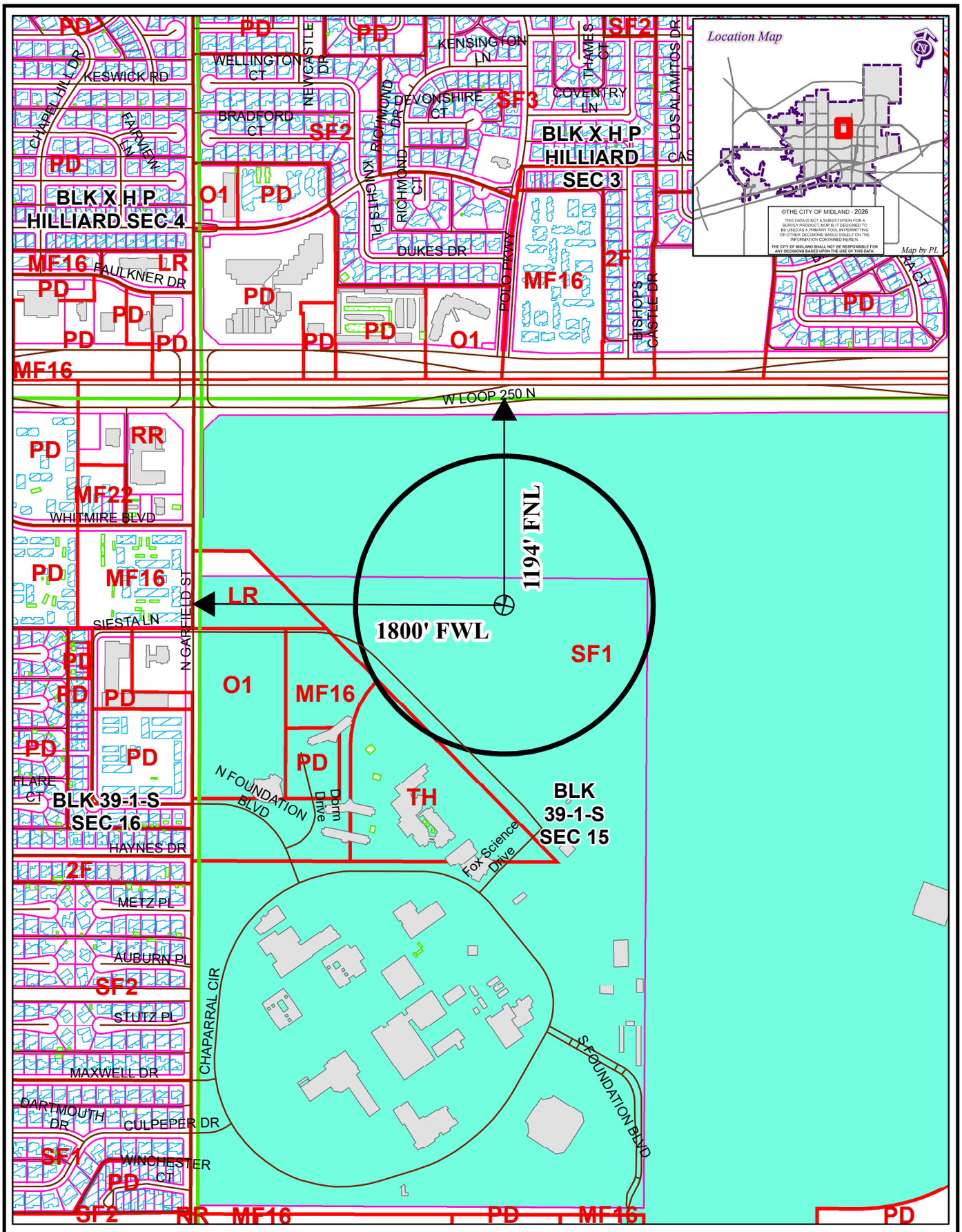
PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
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TBPLS FIRM # 10194153

DRAWN	GJL	DATE	04-14-26
CHECKED	MA	DATE	04-14-26
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
1	4/24/26	CONVERT TO NAD 27

JOB NAME	WELL RADIUS
JOB NO.	26003998



LOCATION AND ZONING MAP

OIL26-000000025 **Scale: 1" = 700'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,194' FNL and 1,800' FWL, Section 15, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,194 feet east of North Garfield Street and 1,800 feet south of W Loop 250 N.

Chaparral H105WA

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
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TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
05/04/2026	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

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II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Undeveloped land on Midland College campus

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

Current Tax Roll from Midland Central Appraisal District), **which lists**

the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Chaparral H125WA

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1,218' FNL & 2,300' FWL, Section 15
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations).* [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

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Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

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ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Compnay
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Kyle Hammond, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Peña
Notary Public, State of Texas

[S E A L]

ESTELLA PENA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 08/03/29
NOTARY ID 131233618

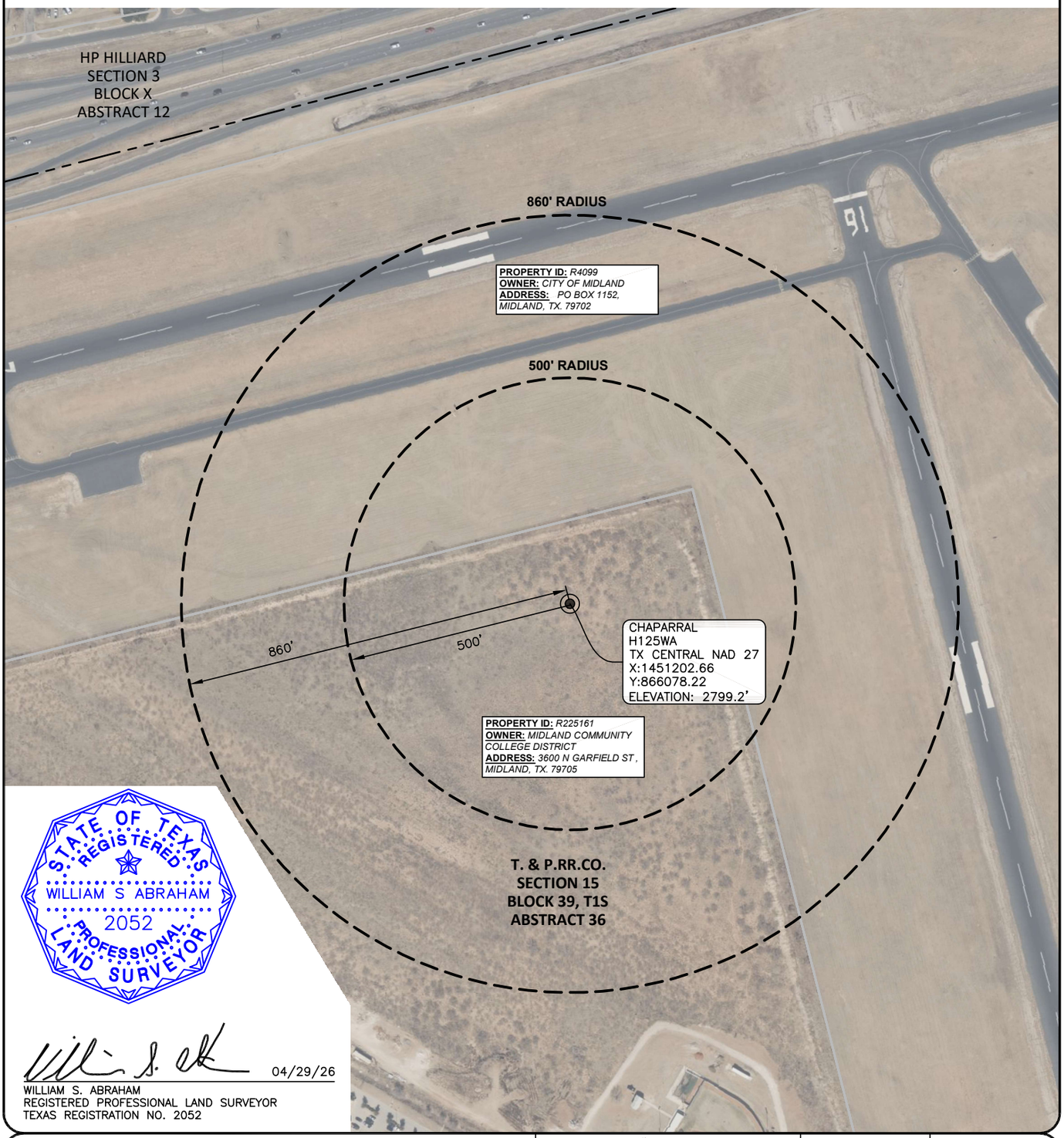
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3.THE PROPOSED WELL LOCATION WAS SURVEYED ON 04-13-2026

SYMBOL LEGEND:

FIRE HYDRANT
STORM DRAIN MANHOLE
WATER VALVE

N
W E
S
0' 150' 300'



STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
PROFESSIONAL
LAND SURVEYOR

04/29/26
WILLIAM S. ABRAHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 2052

WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED CHAPARRAL H125WA
T. & P. RR. CO. SURVEY, SECTION 15, BLOCK 39, T1S, ABSTRACT 36, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 2,300' FSWL & 1,218 FNWL

NOTES:
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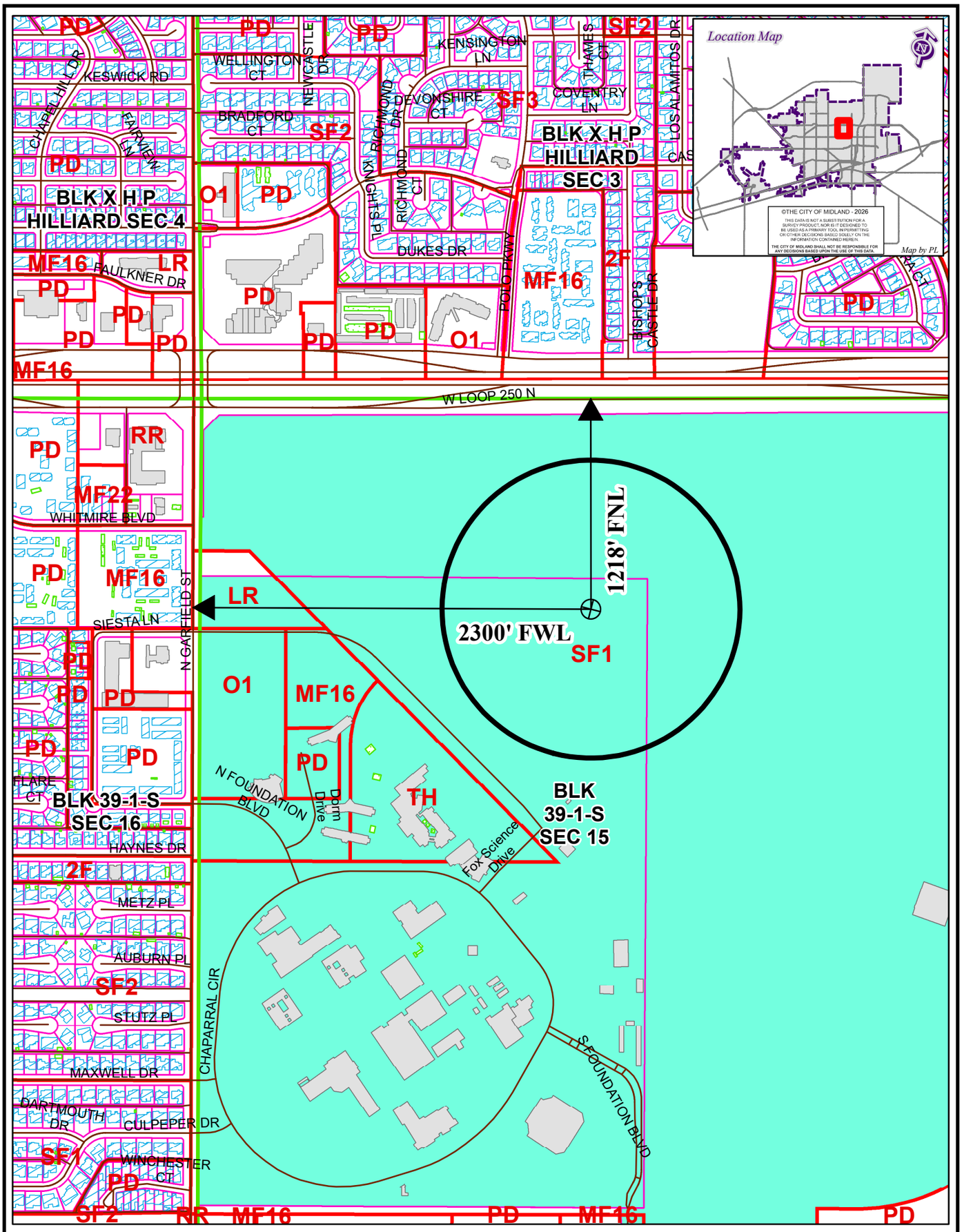
PERMIAN DEEP ROCK OIL COMPANY

ATWELL
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DRAWN	GJL	DATE	04-14-26
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REV#	DATE	DESC.
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JOB NAME	WELL RADIUS
JOB NO.	26003998



LOCATION AND ZONING MAP

OIL26-000000010 **Scale: 1" = 700'**

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Generally located 2,300 feet east of North Garfield Street and 1,218 feet south of W Loop 250 N.

Chaparral H125WA

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

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TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
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(Pursuant to Midland City Ordinance No. 8769)

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Date	Operator Name (must match W-1)	Operator Address
05/04/2026	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

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***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Chaparral H130LS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1,358' FNL & 2,300' FWL, Section 15
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

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ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Compnay
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Kyle Hammond , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Peña
Notary Public, State of Texas

[S E A L]

ESTELLA PENA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 08/03/29
NOTARY ID 131233618

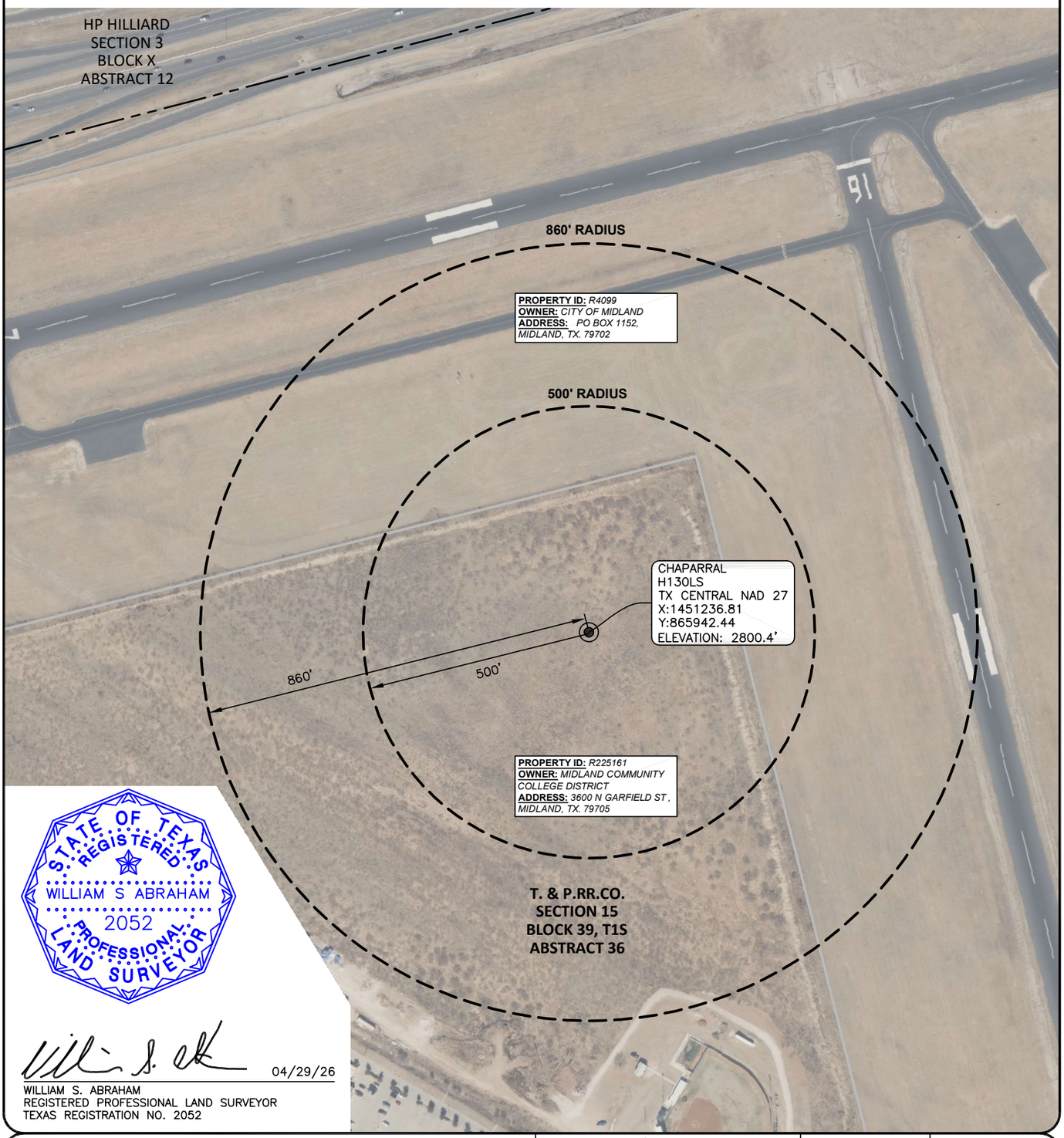
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3.THE PROPOSED WELL LOCATION WAS SURVEYED ON 04-13-2026

SYMBOL LEGEND:

FIRE HYDRANT
STORM DRAIN MANHOLE
WATER VALVE

N
W E
S
0' 150' 300'



STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
PROFESSIONAL
LAND SURVEYOR

04/29/26

WILLIAM S. ABRAHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 2052

WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED CHAPARRAL H130LS
T. & P. RR. CO. SURVEY, SECTION 15, BLOCK 39, T1S,
ABSTRACT 36, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 2,300' FSWL & 1,358 FNWL

NOTES:
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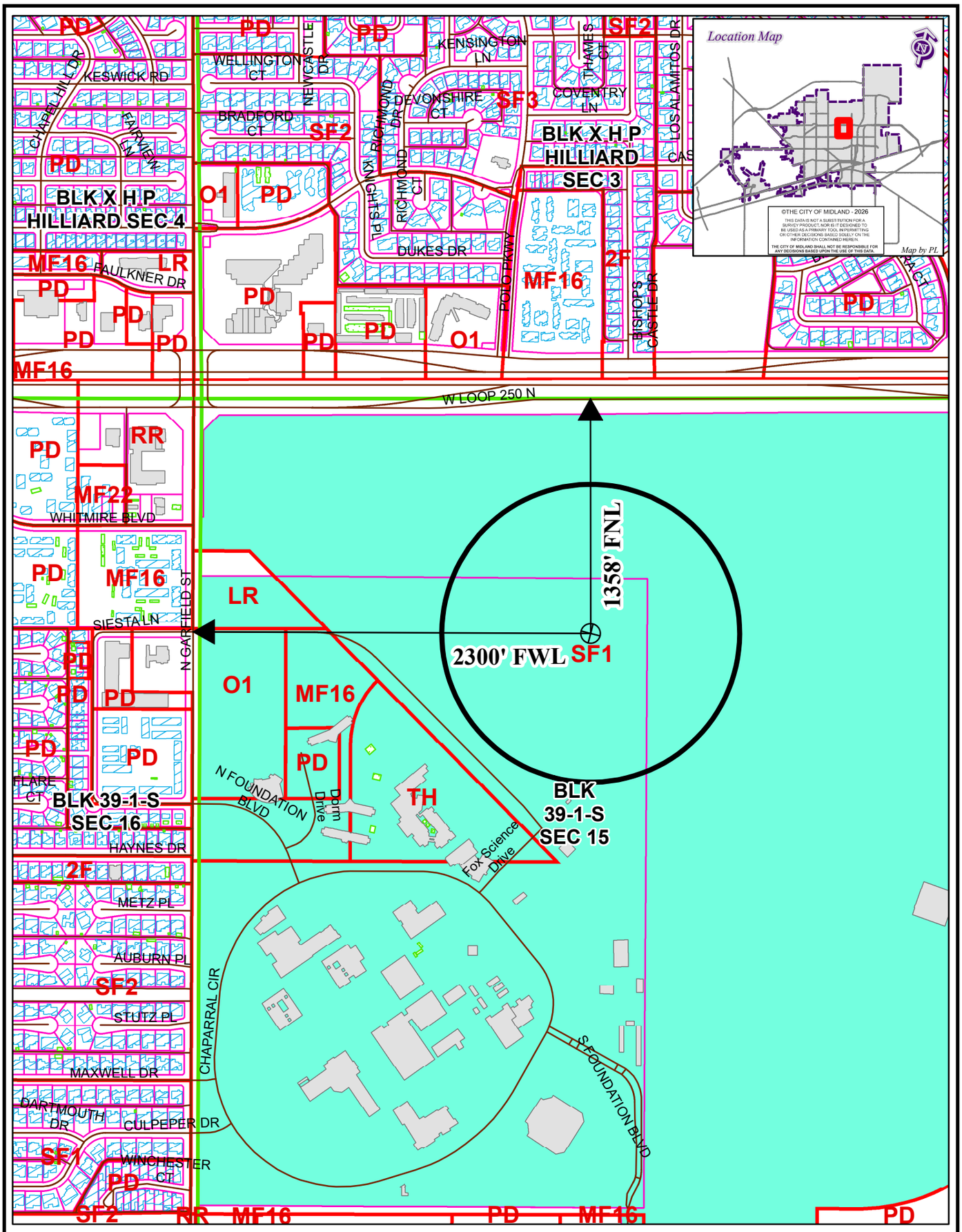
PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	GJL	DATE	04-14-26
CHECKED	MA	DATE	04-14-26
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
1	4/24/26	CONVERT TO NAD 27

JOB NAME	WELL RADIUS
JOB NO.	26003998



LOCATION AND ZONING MAP

OIL26-000000011 **Scale: 1" = 700'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,358' FNL and 2,300' FWL, Section 15, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 2,300 feet east of North Garfield Street and 1,358 feet south of W Loop 250 N.

Chaparral H130LS

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
05/04/2026	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

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II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

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2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

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III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
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See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

Current Tax Roll from Midland Central Appraisal District), **which lists**

the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Chaparral H130SS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1,378' FNL & 2,300' FWL, Section 15
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

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Description of Public Utilities required during (1) drilling and (2) operations:

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(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

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Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

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By _____
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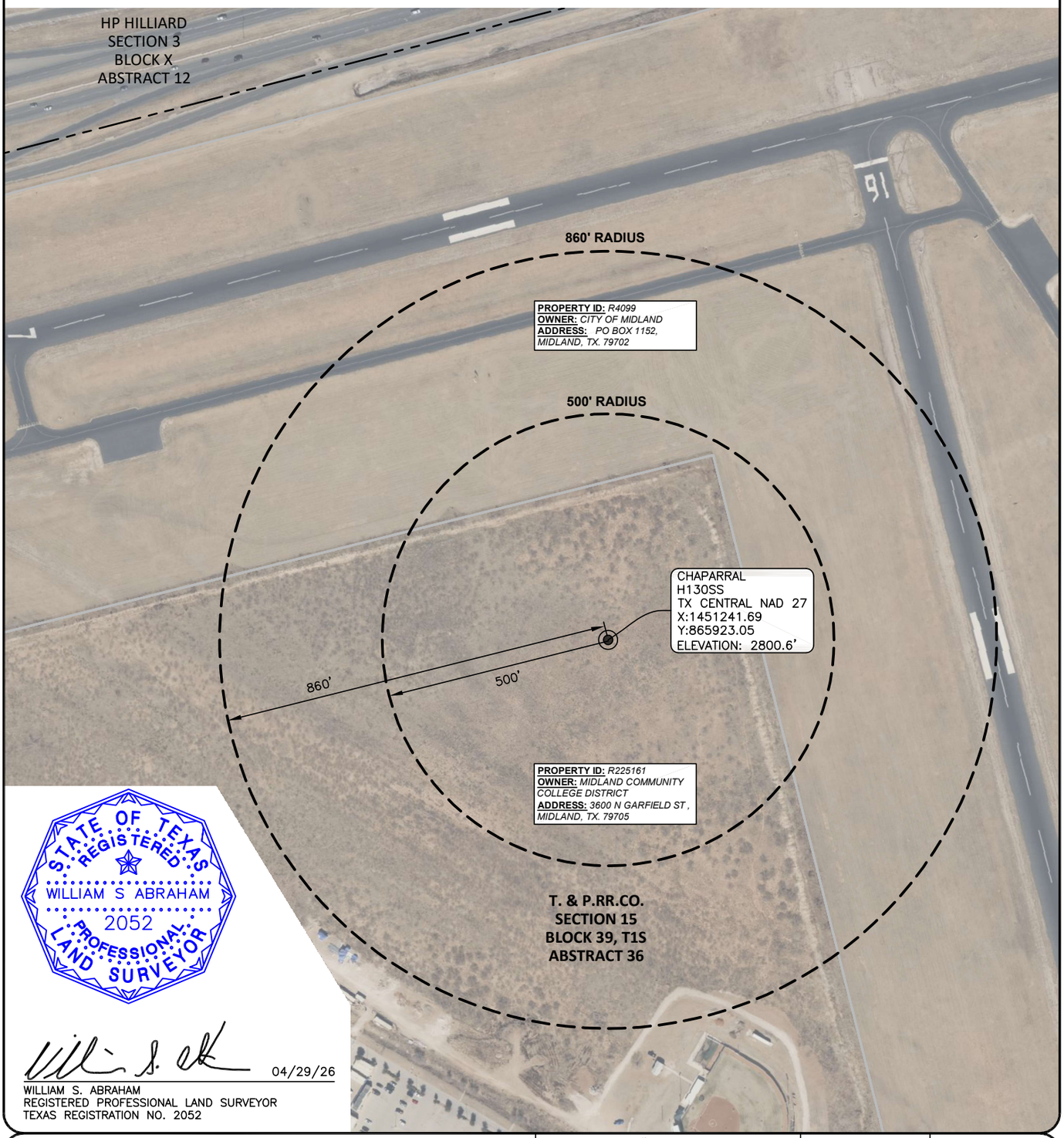
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STORM DRAIN MANHOLE
WATER VALVE

N
W E
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0' 150' 300'



STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
PROFESSIONAL
LAND SURVEYOR

04/29/26

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ABSTRACT 36, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 2,300' FSWL & 1,378 FNWL

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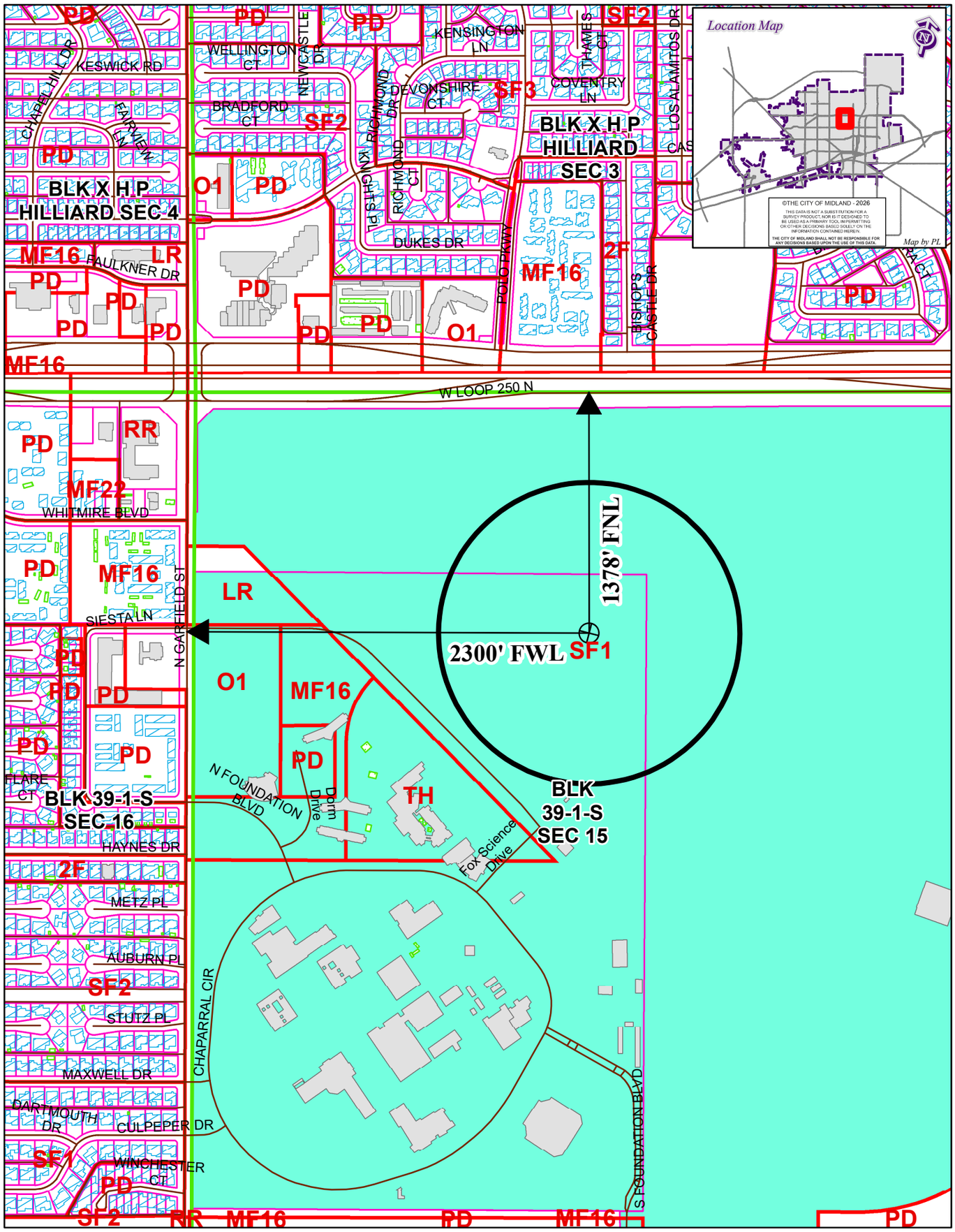
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SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
1	4/24/26	CONVERT TO NAD 27

JOB NAME	WELL RADIUS
JOB NO.	26003998



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Chaparral H130SS

LEGEND

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(Pursuant to Midland City Ordinance No. 8769)

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Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

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IV. Well & Operations Information

Proposed Well Name: Chaparral H130UH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

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By _____
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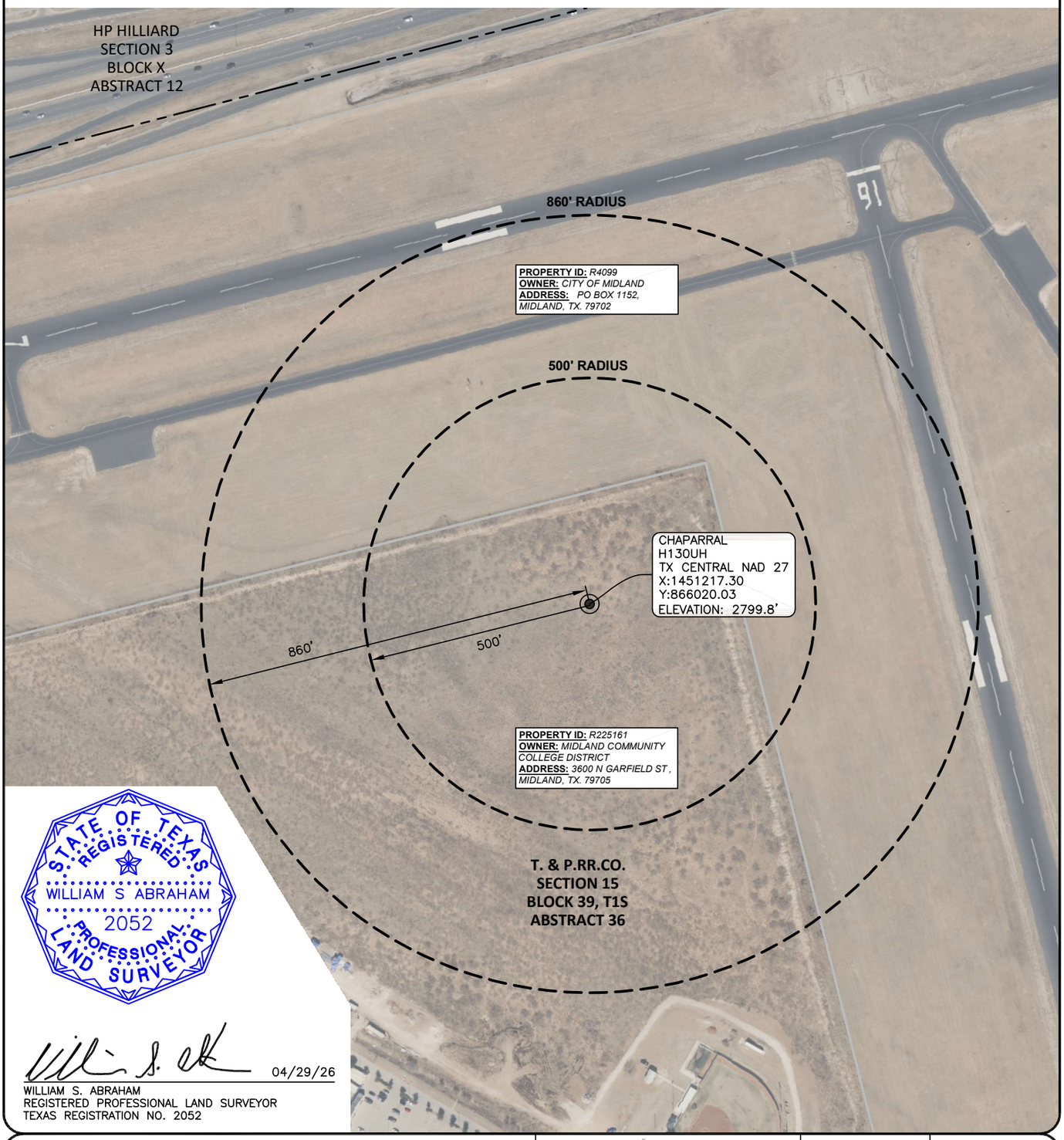
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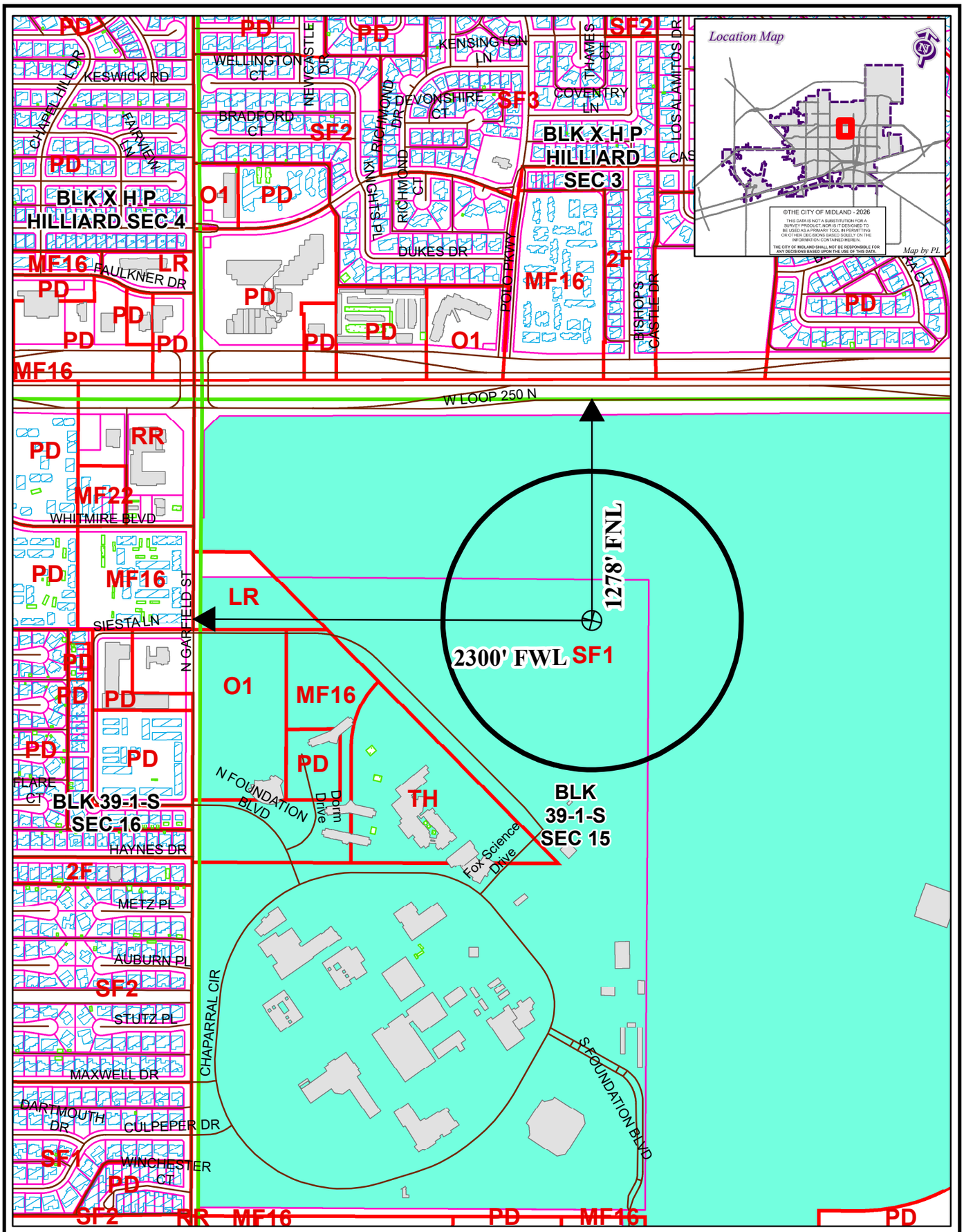
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DRAWN	GJL	DATE	04-15-26
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***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Chaparral H130WB

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1,318' FNL & 2,300' FWL, Section 15
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

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***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

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Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

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***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Compnay
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Kyle Hammond, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Peña
Notary Public, State of Texas

[S E A L]

ESTELLA PENA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 08/03/29
NOTARY ID 131233618

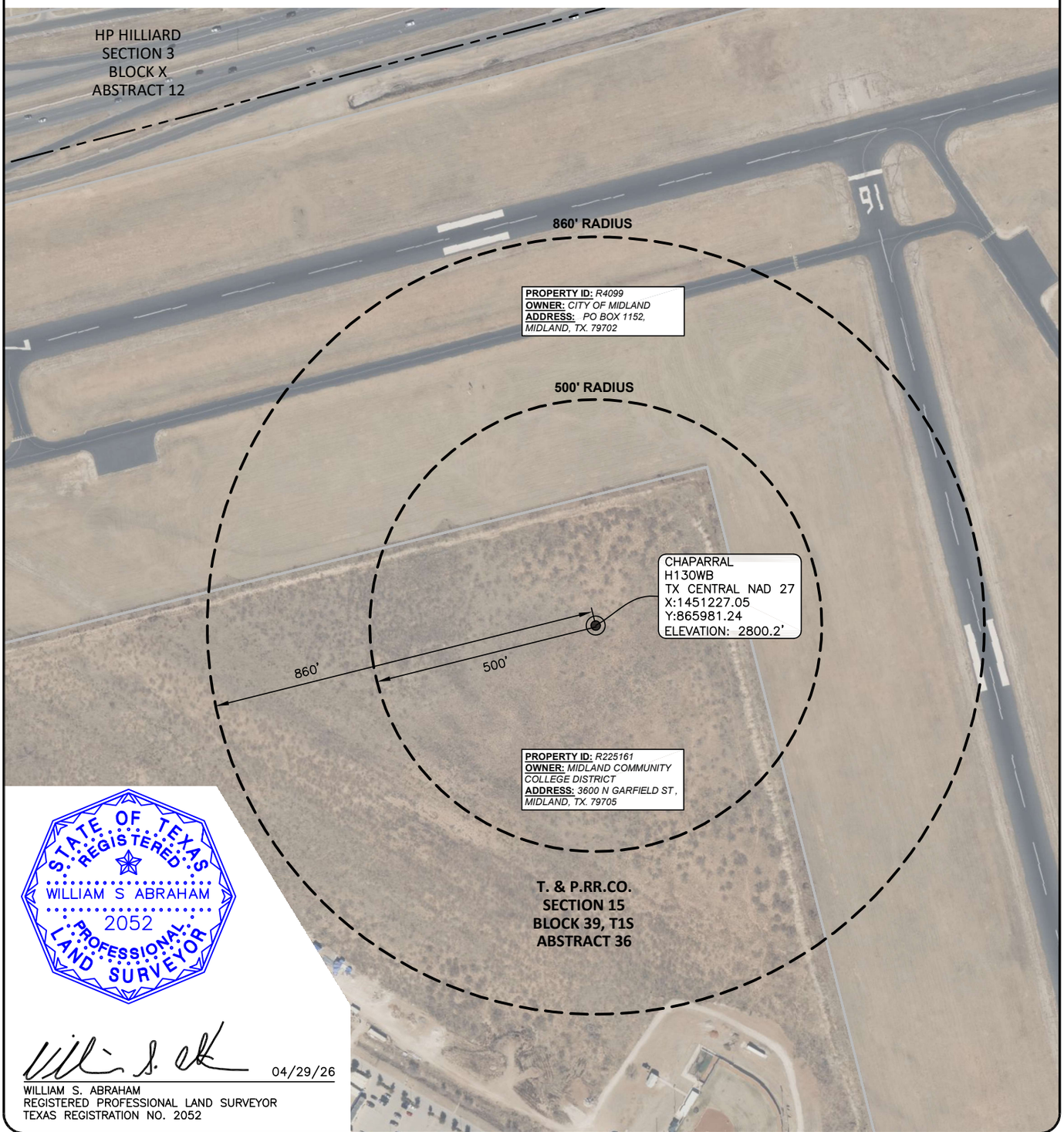
NOTES:

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3.THE PROPOSED WELL LOCATION WAS SURVEYED ON 04-13-2026

SYMBOL LEGEND:

FIRE HYDRANT
STORM DRAIN MANHOLE
WATER VALVE

N
W E
S
0' 150' 300'



STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
PROFESSIONAL
LAND SURVEYOR

04/29/26

WILLIAM S. ABRAHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 2052

WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED CHAPARRAL H130WB
T. & P. RR. CO. SURVEY, SECTION 15, BLOCK 39, T1S,
ABSTRACT 36, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 2,300' FSWL & 1,318 FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 27, CENTRAL ZONE.
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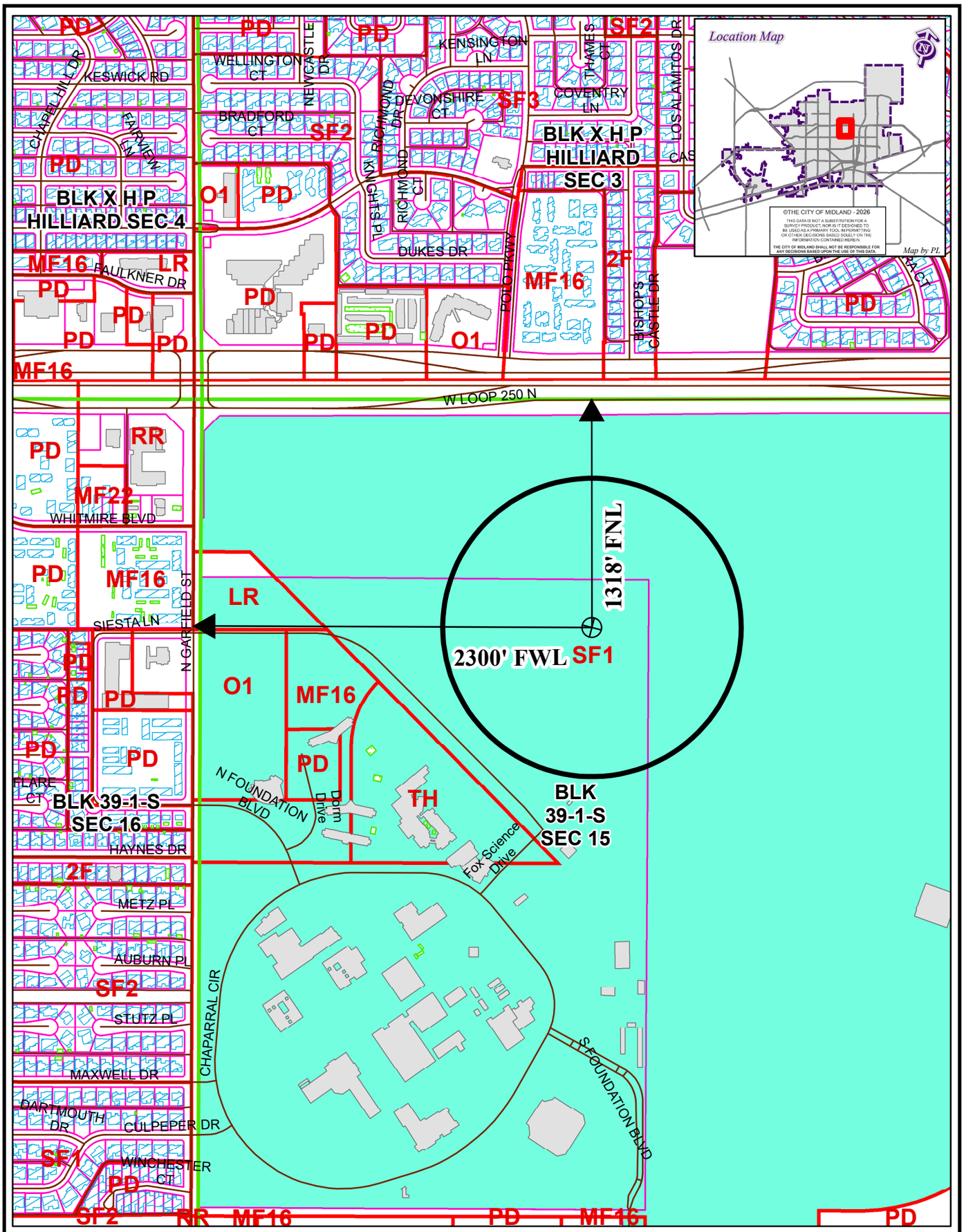
PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	GJL	DATE	04-15-26
CHECKED	MA	DATE	04-15-26
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
1	4/24/26	CONVERT TO NAD 27

JOB NAME	WELL RADIUS
JOB NO.	26003998



LOCATION AND ZONING MAP

OIL26-000000014 **Scale: 1" = 700'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,318' FNL and 2,300' FWL, Section 15, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 2,300 feet east of North Garfield Street and 1,318 feet south of W Loop 250 N.

Chaparral H130WB

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
05/04/2026	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Undeveloped land on Midland College campus

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

Current Tax Roll from Midland Central Appraisal District), **which lists**

the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

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***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Chaparral H135WA

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1,418' FNL & 2,300' FWL, Section 15
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Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

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Permian Deep Rock Oil Compnay
[NAME OF COMPANY]

By _____
Its General Manager

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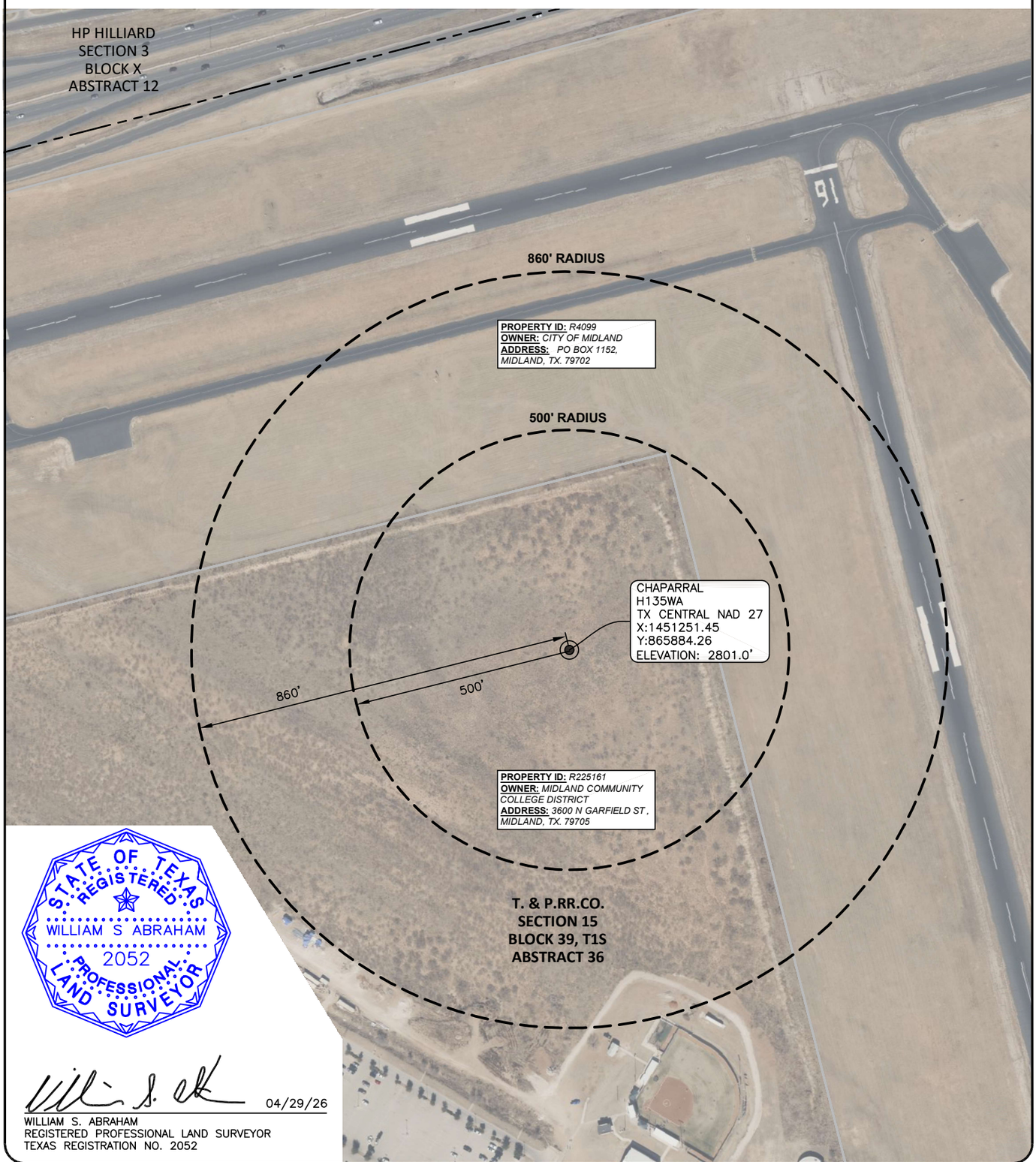
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WATER VALVE

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STATE OF TEXAS
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ABSTRACT 36, CITY OF MIDLAND,
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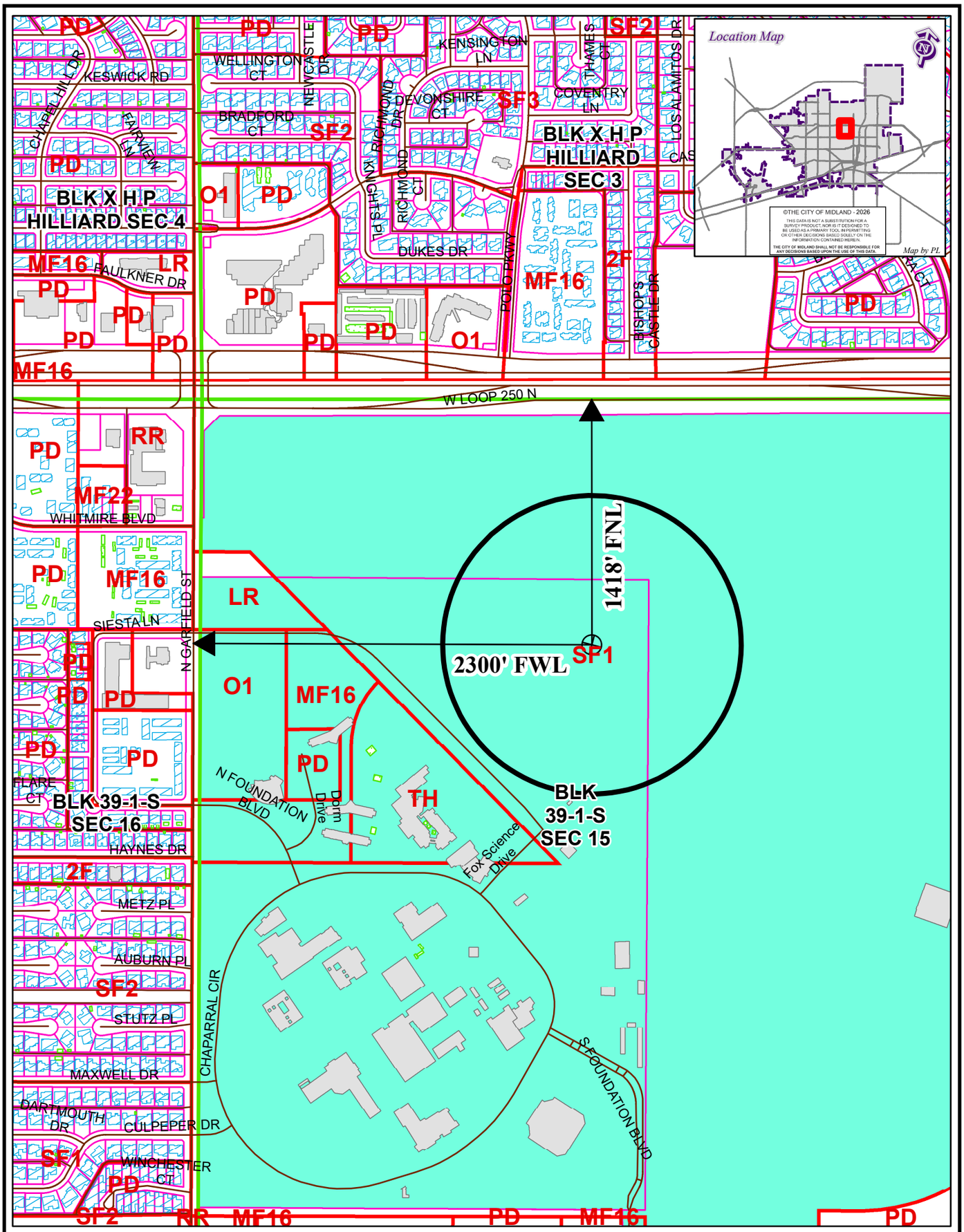
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SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
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JOB NAME	WELL RADIUS
JOB NO.	26003998



LOCATION AND ZONING MAP

OIL26-000000015 **Scale: 1" = 700'**

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(Pursuant to Midland City Ordinance No. 8769)

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Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

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IV. Well & Operations Information

Proposed Well Name: Chaparral H140LS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1,236' FNL & 2,050' FWL, Section 15
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Permian Deep Rock Oil Compnay
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

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Kyle Hammond , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

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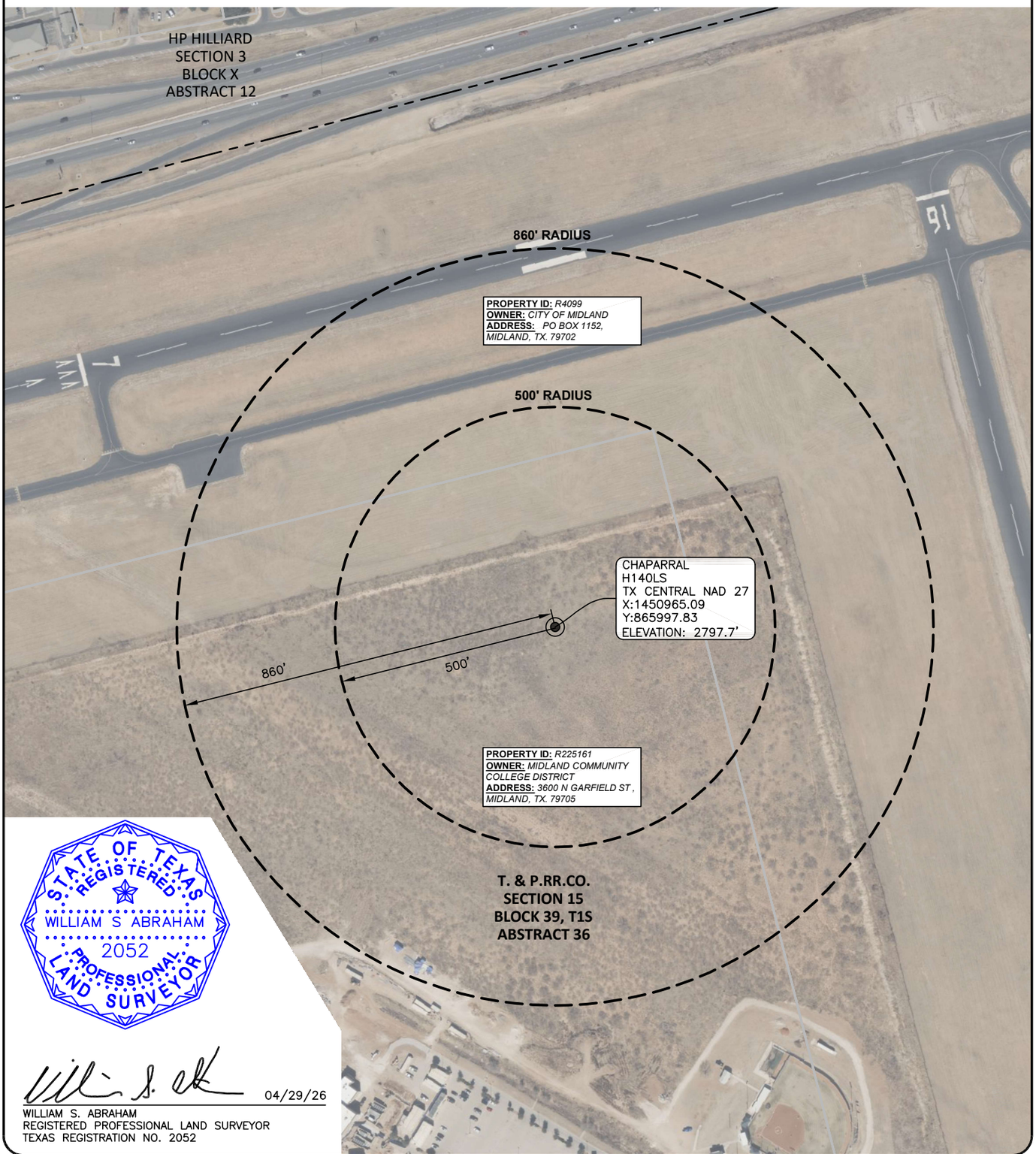
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3.THE PROPOSED WELL LOCATION WAS SURVEYED ON 04-13-2026

SYMBOL LEGEND:

FIRE HYDRANT
STORM DRAIN MANHOLE
WATER VALVE

N
W E
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0' 150' 300'



STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
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04/29/26

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WELL SECTION LINE TIES: 2,050' FSWL & 1,236 FNWL

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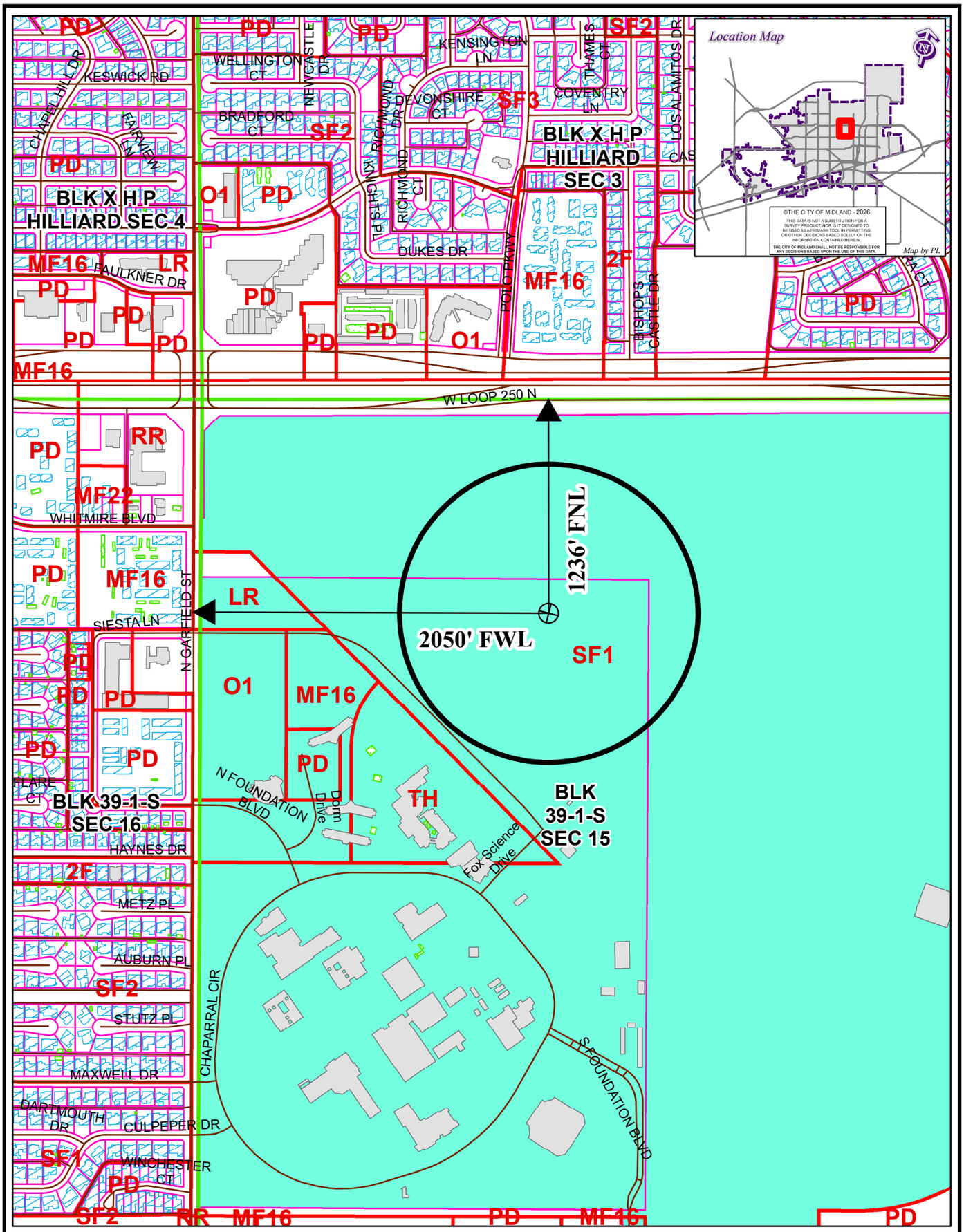
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JOB NAME	WELL RADIUS
JOB NO.	26003998



LOCATION AND ZONING MAP

OIL26-000000016 **Scale: 1" = 700'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,236' FNL and 2,050' FWL, Section 15, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 2,050 feet east of North Garfield Street and 1,236 feet south of W Loop 250 N.

Chaparral H140LS

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
05/04/2026	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

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Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

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III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Undeveloped land on Midland College campus

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

Current Tax Roll from Midland Central Appraisal District), **which lists**

the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Chaparral H140MS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1,256' FNL & 2,050' FWL, Section 15
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

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***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

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Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

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ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Compnay
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Kyle Hammond, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Peña
Notary Public, State of Texas

[S E A L]

ESTELLA PENA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 08/03/29
NOTARY ID 131233618

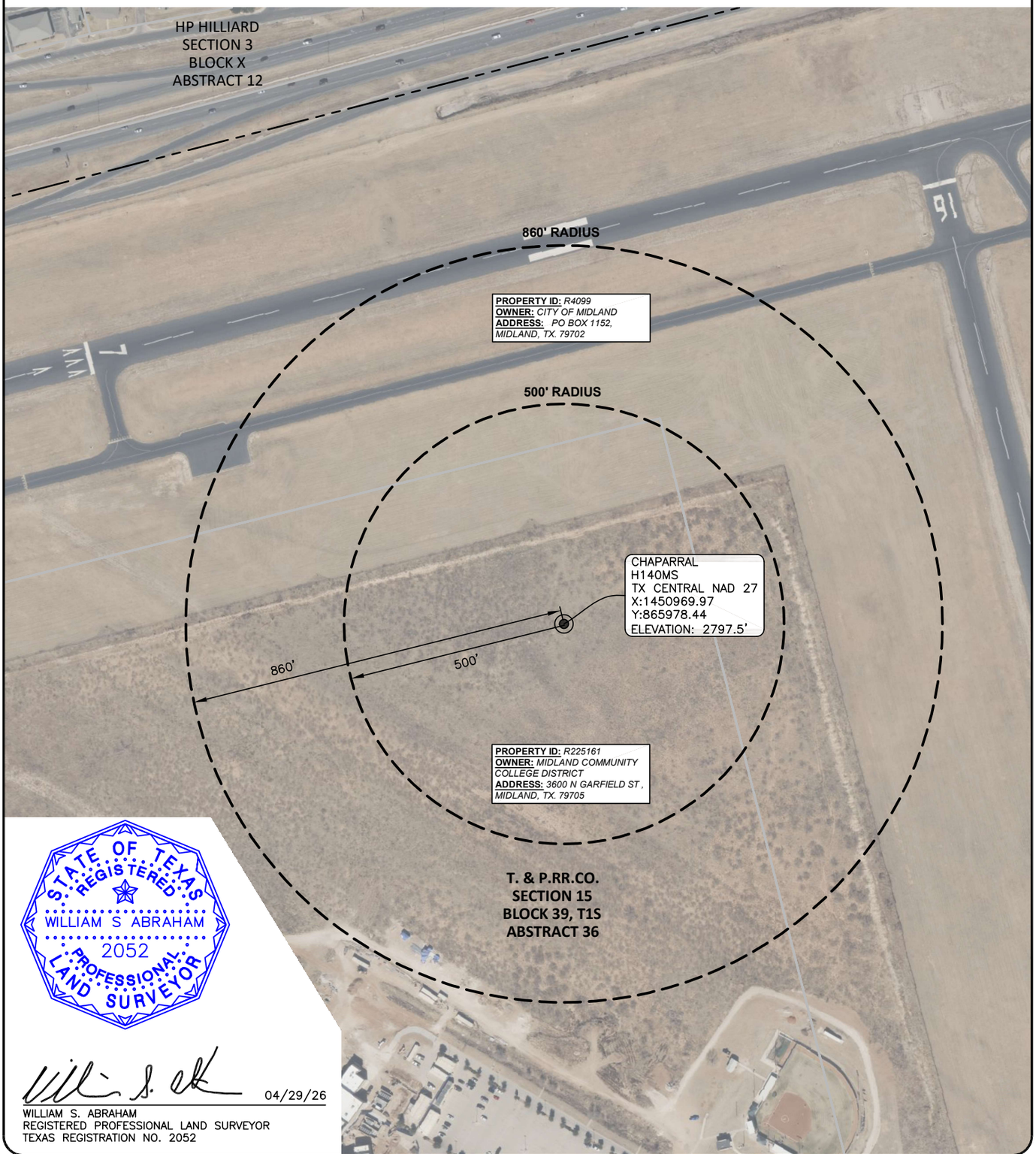
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1.ORIGINAL DOCUMENT SIZE: 8.5" X 14"
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3.THE PROPOSED WELL LOCATION WAS SURVEYED ON 04-13-2026

SYMBOL LEGEND:

FIRE HYDRANT
STORM DRAIN MANHOLE
WATER VALVE

N
W E
S
0' 150' 300'



STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
PROFESSIONAL
LAND SURVEYOR

04/29/26

WILLIAM S. ABRAHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 2052

WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED CHAPARRAL H140MS
T. & P. RR. CO. SURVEY, SECTION 15, BLOCK 39, T1S, ABSTRACT 36, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 2,050' FSWL & 1,256 FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 27, CENTRAL ZONE.
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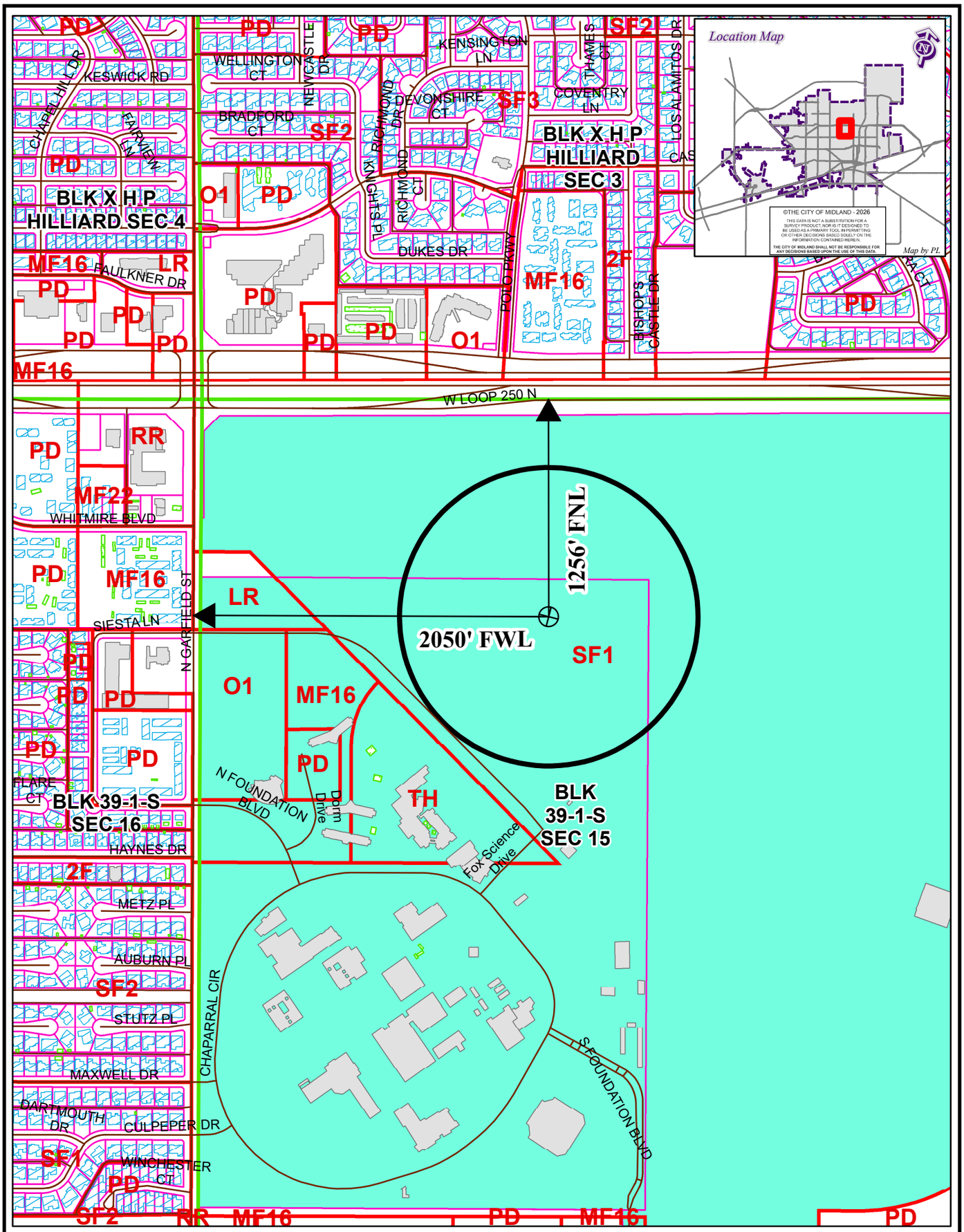
PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	GJL	DATE	04-15-26
CHECKED	MA	DATE	04-15-26
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
1	4/24/26	CONVERT TO NAD 27

JOB NAME	WELL RADIUS
JOB NO.	26003998



LOCATION AND ZONING MAP

OIL26-000000017 **Scale: 1" = 700'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,256' FNL and 2,050' FWL, Section 15, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 2,050 feet east of North Garfield Street and 1,256 feet south of W Loop 250 N.

Chaparral H140MS

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

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PD	PLANNED DISTRICT	P	PARKING
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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
05/04/2026	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

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General Description of Current Surface Use (within 860 feet of proposed surface location):
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See Exhibit "D"

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Current Tax Roll from Midland Central Appraisal District), **which lists**

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IV. Well & Operations Information

Proposed Well Name: Chaparral H140UH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1,458' FNL & 2,300' FWL, Section 15
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ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Compnay
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Kyle Hammond , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Peña
Notary Public, State of Texas

[S E A L]

ESTELLA PENA
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MY COMM. EXP. 08/03/29
NOTARY ID 131233618

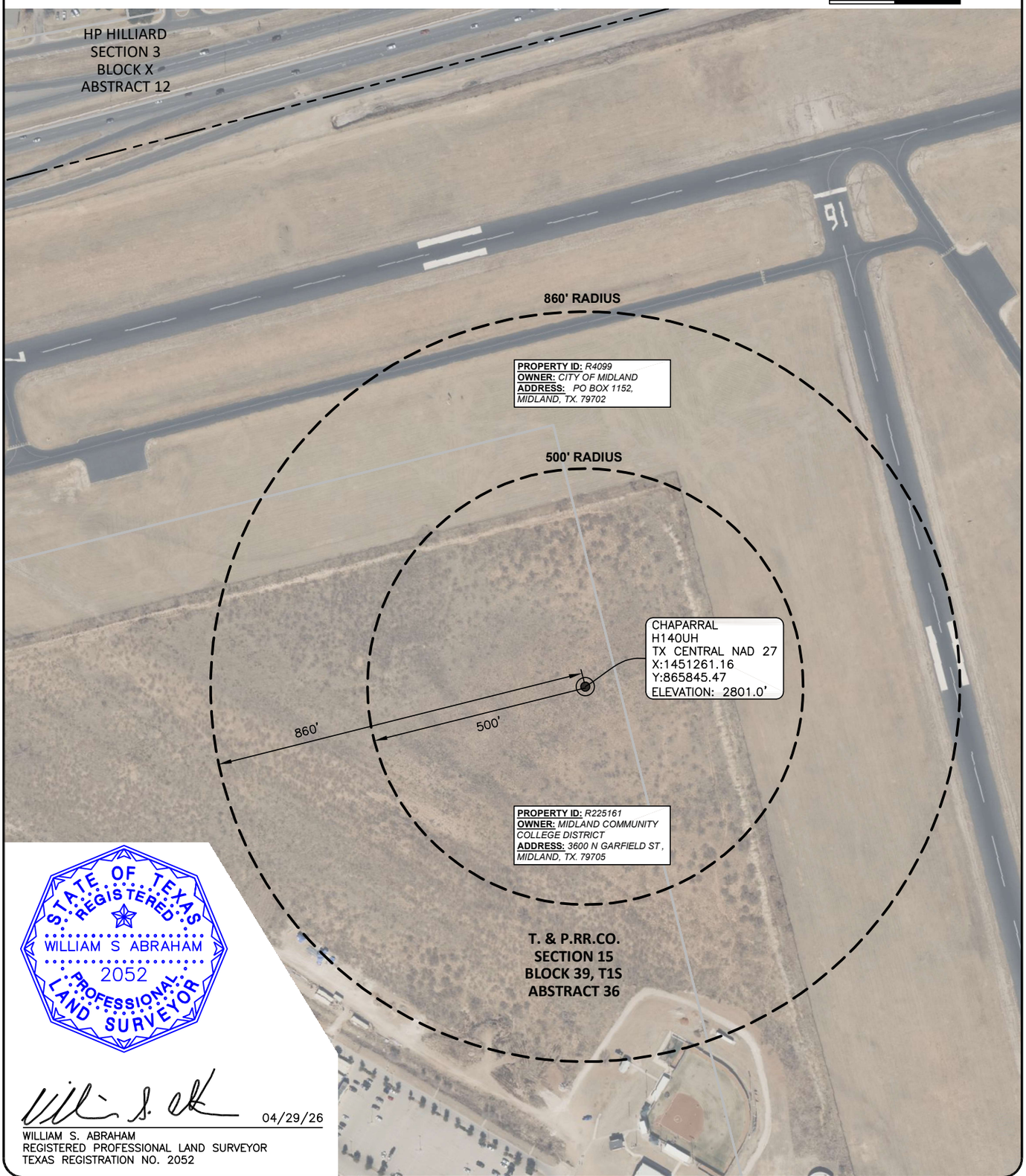
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3.THE PROPOSED WELL LOCATION WAS SURVEYED ON 04-13-2026

SYMBOL LEGEND:

FIRE HYDRANT
STORM DRAIN MANHOLE
WATER VALVE

N
W E
S
0' 150' 300'



STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
PROFESSIONAL
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04/29/26

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WELL RADIUS

PROPOSED CHAPARRAL H140UH
T. & P. RR. CO. SURVEY, SECTION 15, BLOCK 39, T1S,
ABSTRACT 36, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 2,300' FSWL & 1,458 FNWL

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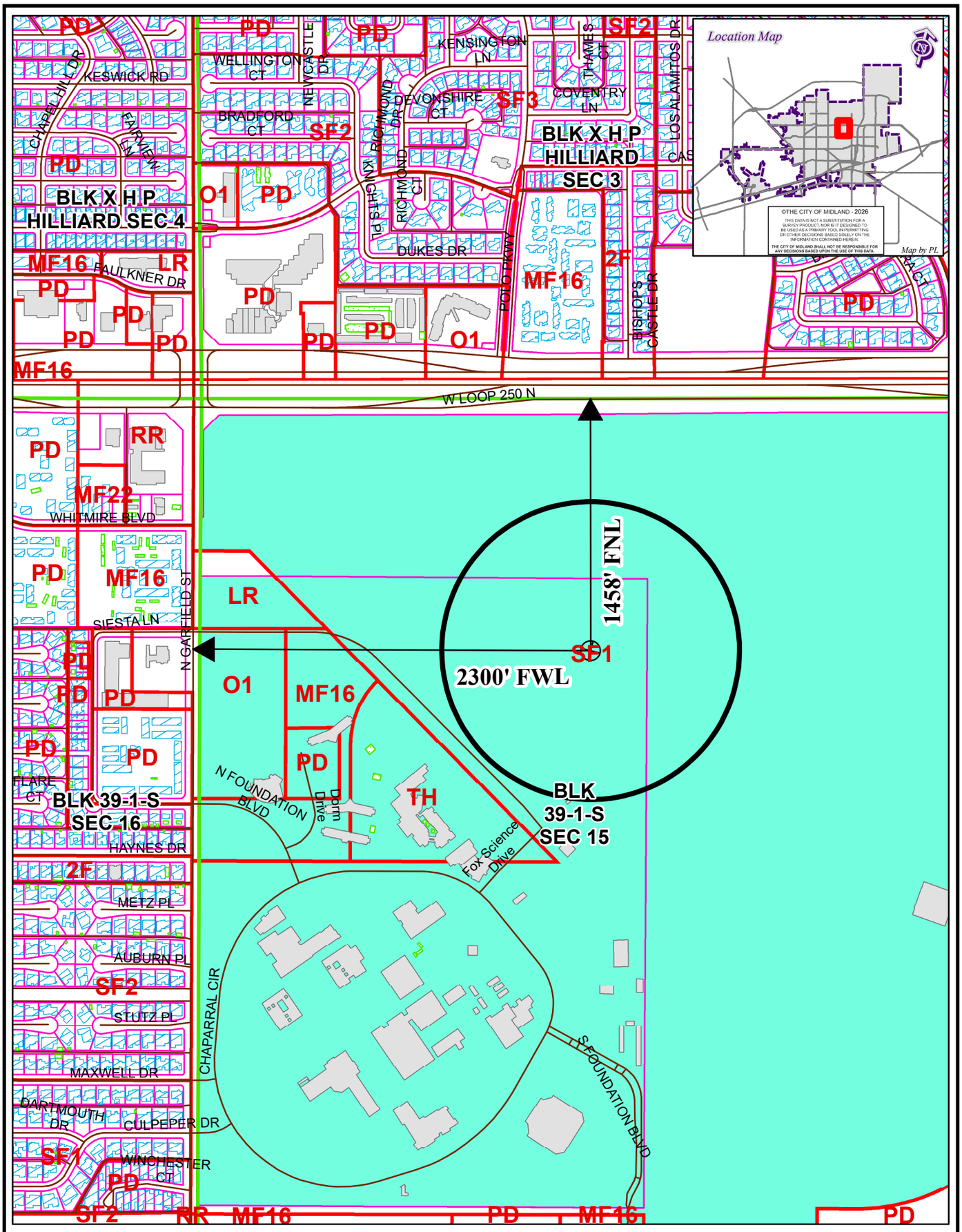
PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	GJL	DATE	04-15-26
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JOB NAME	WELL RADIUS
JOB NO.	26003998



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MY COMM. EXP. 08/03/29
NOTARY ID 131233618

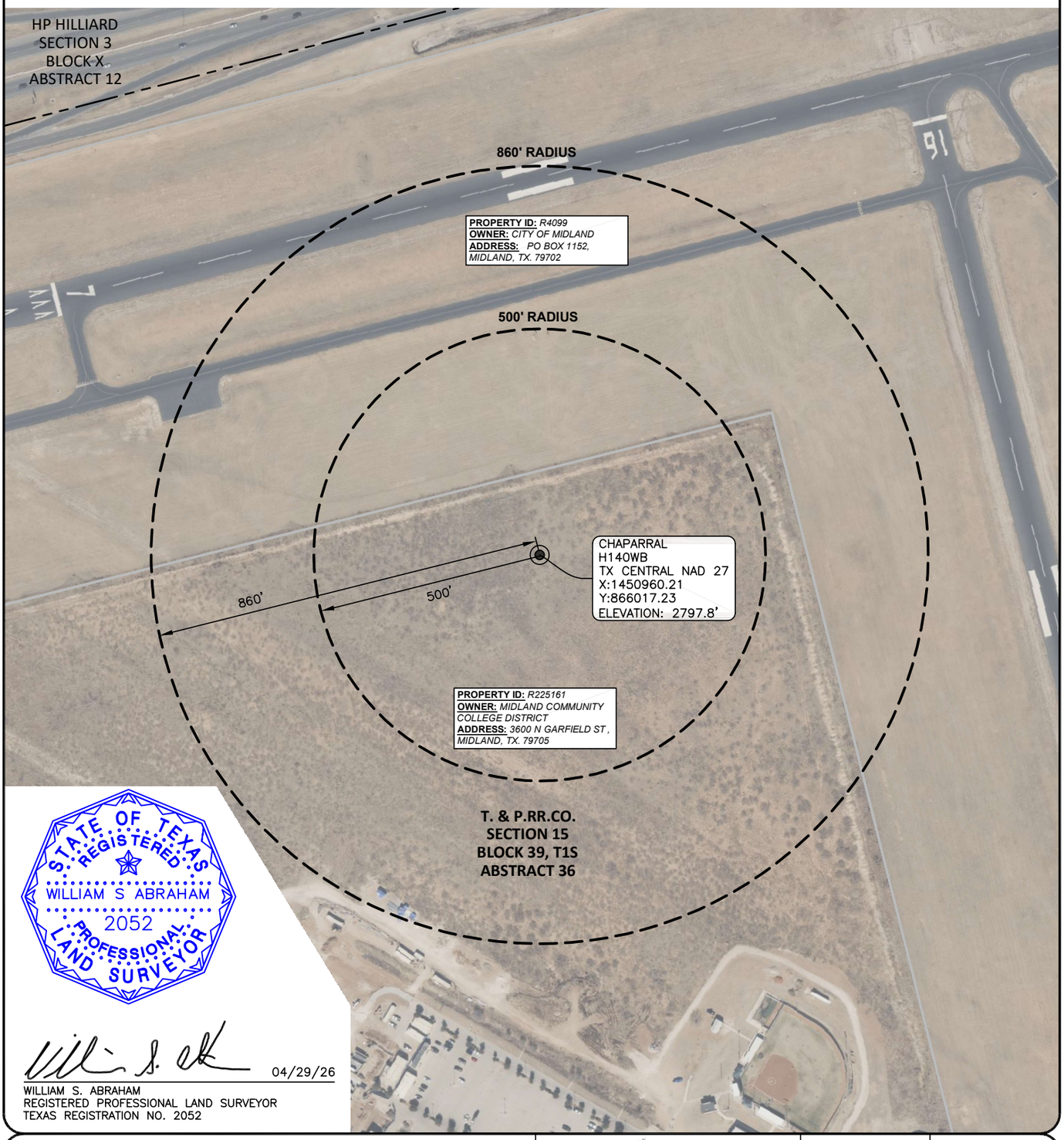
NOTES:

1.ORIGINAL DOCUMENT SIZE: 8.5" X 14"
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3.THE PROPOSED WELL LOCATION WAS SURVEYED ON 04-13-2026

SYMBOL LEGEND:

FIRE HYDRANT
STORM DRAIN MANHOLE
WATER VALVE

N
W E
S
0' 150' 300'



STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
PROFESSIONAL
LAND SURVEYOR

04/29/26

WILLIAM S. ABRAHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 2052

WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED CHAPARRAL H140WB
T. & P. RR. CO. SURVEY, SECTION 15, BLOCK 39, T1S,
ABSTRACT 36, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 2,050' FSWL & 1,216 FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 27, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

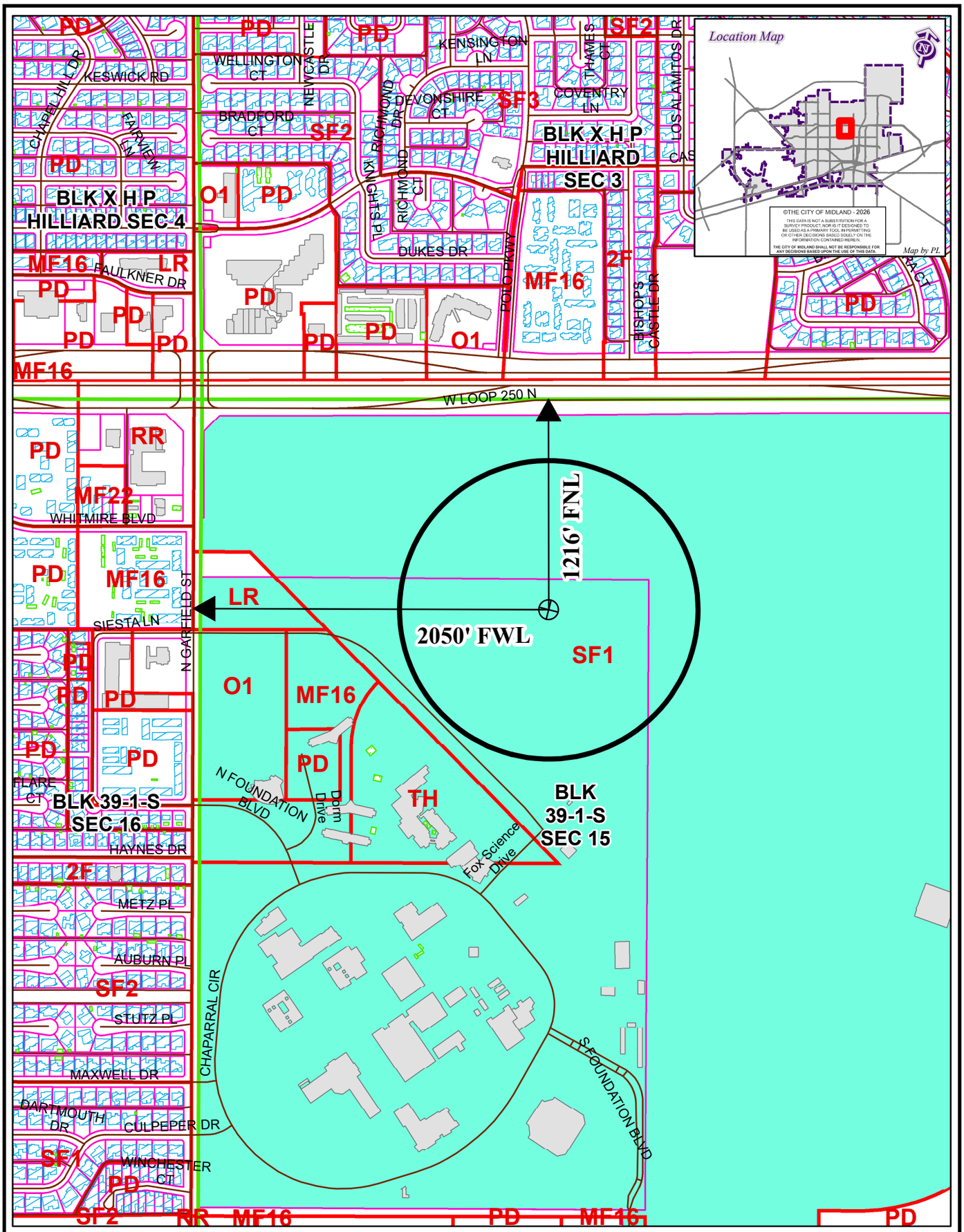
PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	GJL	DATE	04-14-26
CHECKED	MA	DATE	04-14-26
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
1	4/24/26	CONVERT TO NAD 27

JOB NAME	WELL RADIUS
JOB NO.	26003998



LOCATION AND ZONING MAP

OIL26-000000019 **Scale: 1" = 700'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,216' FNL and 2,050' FWL, Section 15, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 2,050 feet east of North Garfield Street and 1,216 feet south of W Loop 250 N.

Chaparral H140WB

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
05/04/2026	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Undeveloped land on Midland College campus

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

Current Tax Roll from Midland Central Appraisal District), **which lists**

the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Chaparral H145WA

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1,276' FNL & 2,050' FWL, Section 15
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

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***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

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***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Compnay
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Kyle Hammond, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Peña
Notary Public, State of Texas

[S E A L]

ESTELLA PENA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 08/03/29
NOTARY ID 131233618

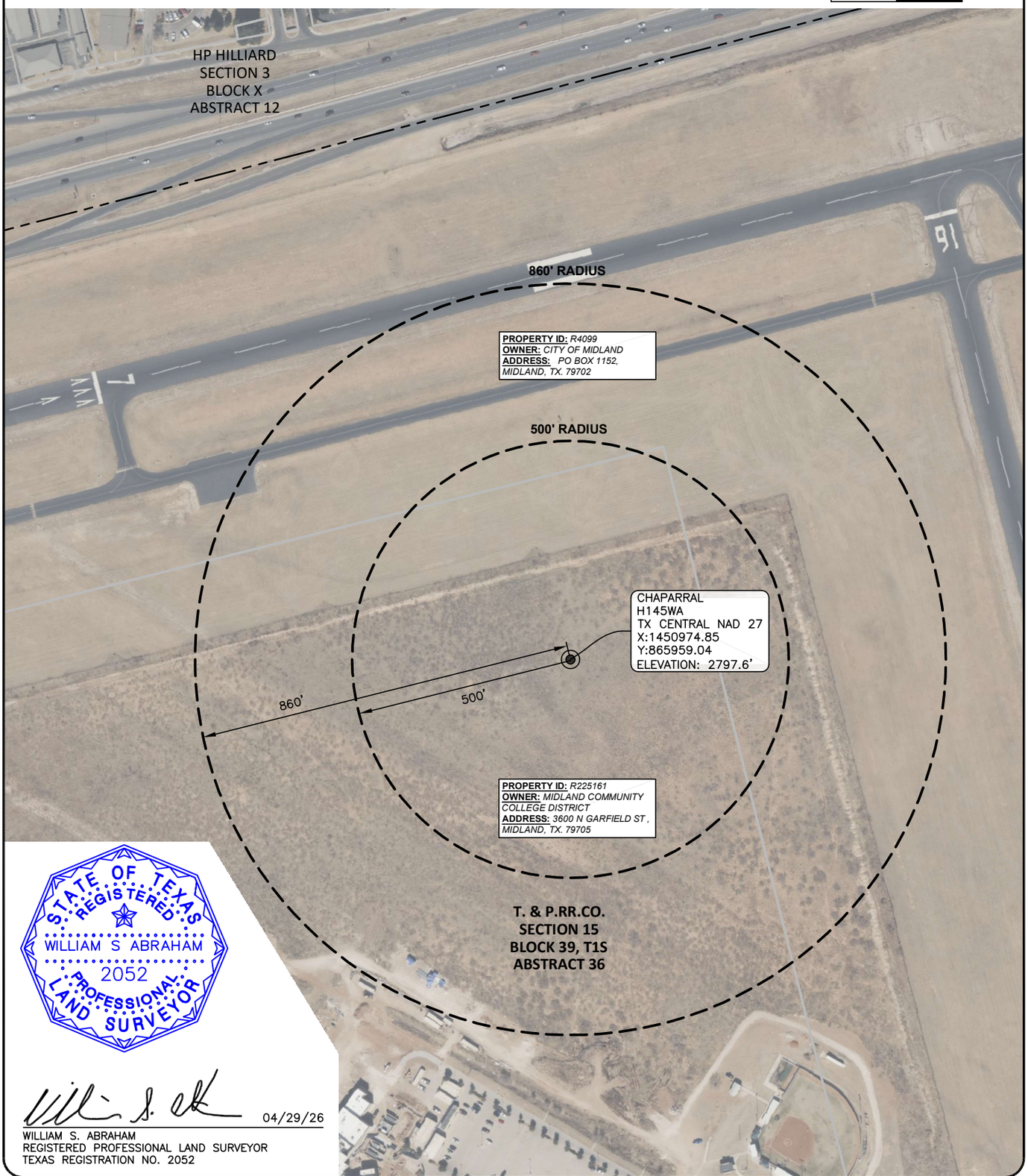
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SYMBOL LEGEND:

FIRE HYDRANT
STORM DRAIN MANHOLE
WATER VALVE

N
W E
S
0' 150' 300'



STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
PROFESSIONAL
LAND SURVEYOR

04/29/26

WILLIAM S. ABRAHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 2052

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WELL RADIUS

PROPOSED CHAPARRAL H145WA
T. & P. RR. CO. SURVEY, SECTION 15, BLOCK 39, T1S,
ABSTRACT 36, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 2,050' FSWL & 1,276 FNWL

NOTES:
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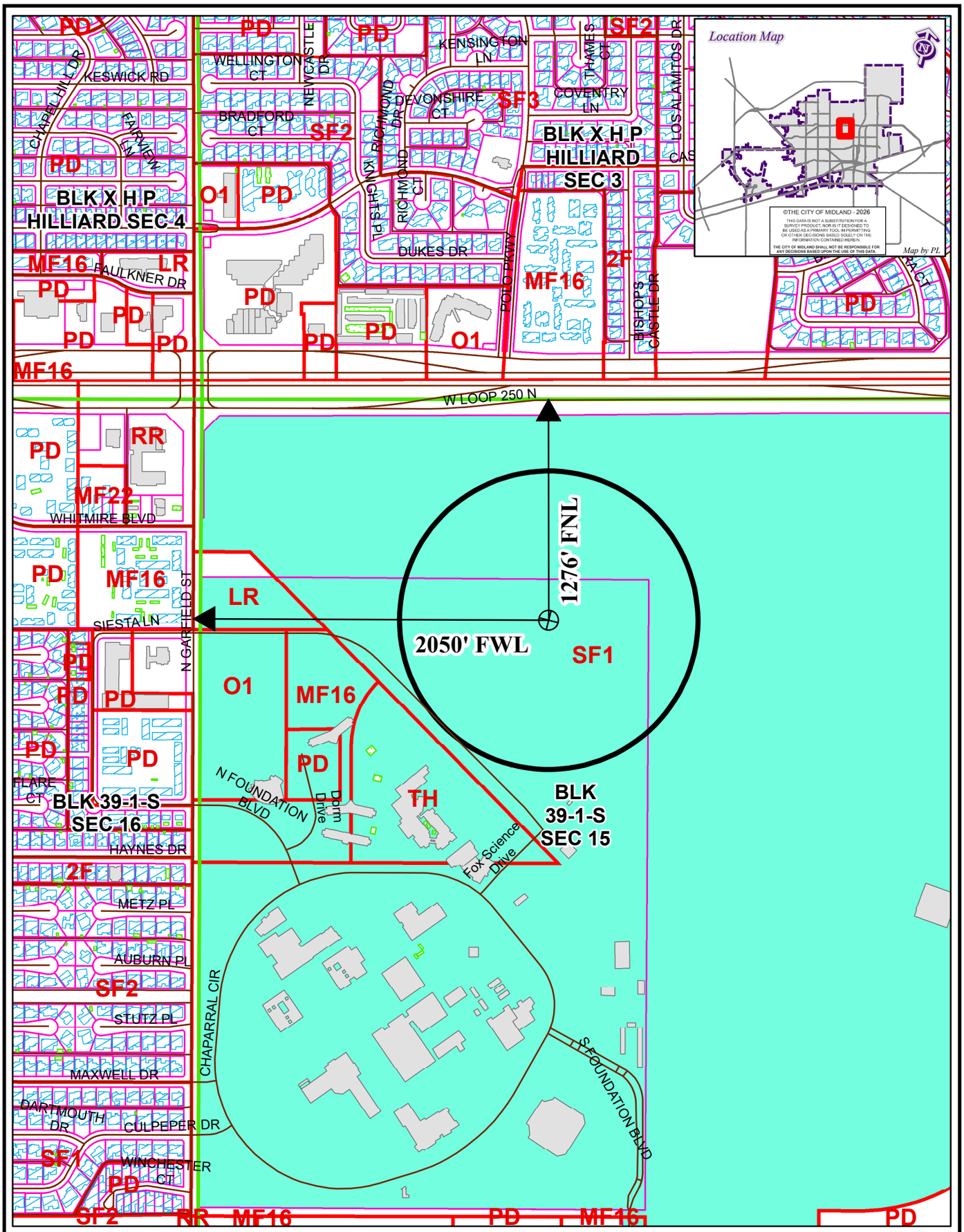
PERMIAN DEEP ROCK OIL COMPANY

ATWELL
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10100 Reunion Place, Suite 700
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TBPLS FIRM # 10194153

DRAWN	GJL	DATE	04-15-26
CHECKED	MA	DATE	04-15-26
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
1	4/24/26	CONVERT TO NAD 27

JOB NAME	WELL RADIUS
JOB NO.	26003998



LOCATION AND ZONING MAP

OIL26-000000020 **Scale: 1" = 700'**

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Generally located 2,050 feet east of North Garfield Street and 1,276 feet south of W Loop 250 N.

Chaparral H145WA

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
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1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
05/04/2026	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

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Option B:

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Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

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3.

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See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Undeveloped land on Midland College campus

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

Current Tax Roll from Midland Central Appraisal District), **which lists**

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***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Chaparral H150LS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1,356' FNL & 2,050' FWL, Section 15
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

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(1) Drilling: None

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Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

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See Exhibit "O"

V. Additional Required Exhibits

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ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Compnay
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Kyle Hammond, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Peña
Notary Public, State of Texas

[S E A L]

ESTELLA PENA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 08/03/29
NOTARY ID 131233618

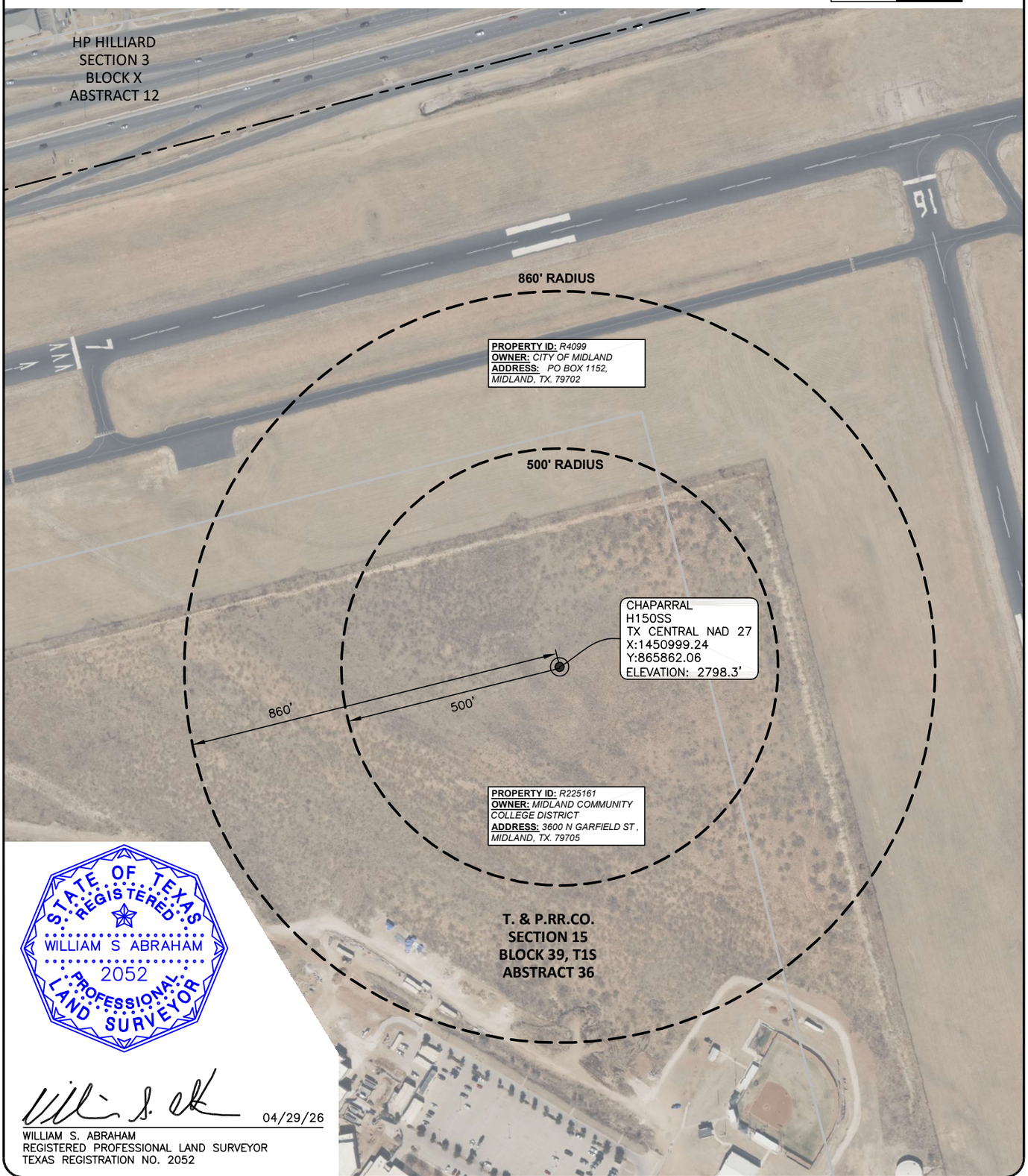
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SYMBOL LEGEND:

FIRE HYDRANT
STORM DRAIN MANHOLE
WATER VALVE

N
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STATE OF TEXAS
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WILLIAM S ABRAHAM
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04/29/26

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TEXAS REGISTRATION NO. 2052

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WELL RADIUS

PROPOSED CHAPARRAL H150SS
T. & P. RR. CO. SURVEY, SECTION 15, BLOCK 39, T1S, ABSTRACT 36, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 2,050' FSWL & 1,376 FNWL

NOTES:
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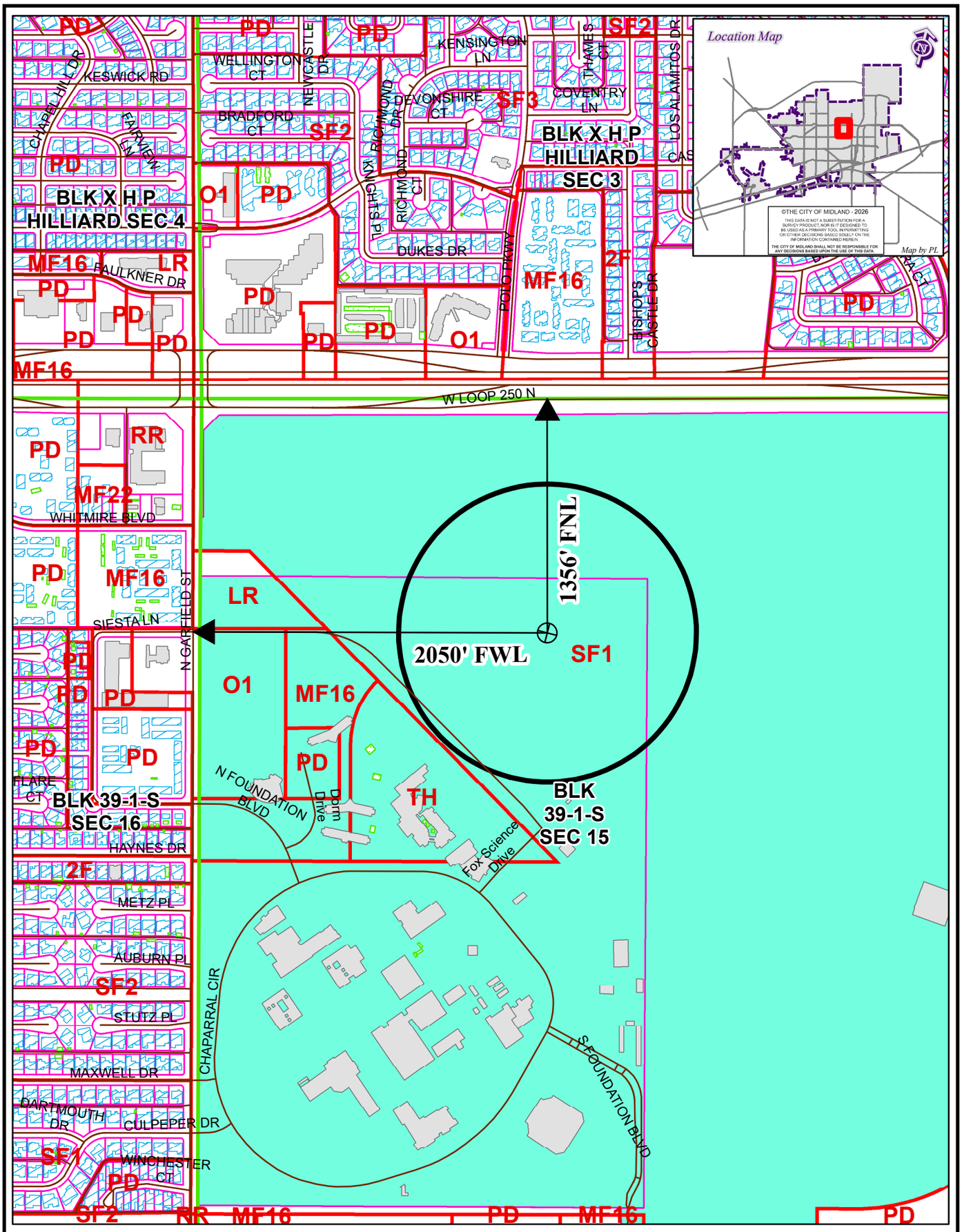
PERMIAN DEEP ROCK OIL COMPANY

ATWELL
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DRAWN	GJL	DATE	04-15-26
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SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
1	4/24/26	CONVERT TO NAD 27

JOB NAME	WELL RADIUS
JOB NO.	26003998



LOCATION AND ZONING MAP

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Generally located 2,050 feet east of North Garfield Street and 1,356 feet south of W Loop 250 N.

Chaparral H150LS

LEGEND

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(Pursuant to Midland City Ordinance No. 8769)

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Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

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IV. Well & Operations Information

Proposed Well Name: Chaparral H150SS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1,376' FNL & 2,050' FWL, Section 15
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***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

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See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

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***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Compnay
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Kyle Hammond, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Peña
Notary Public, State of Texas

[S E A L]

ESTELLA PENA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 08/03/29
NOTARY ID 131233618

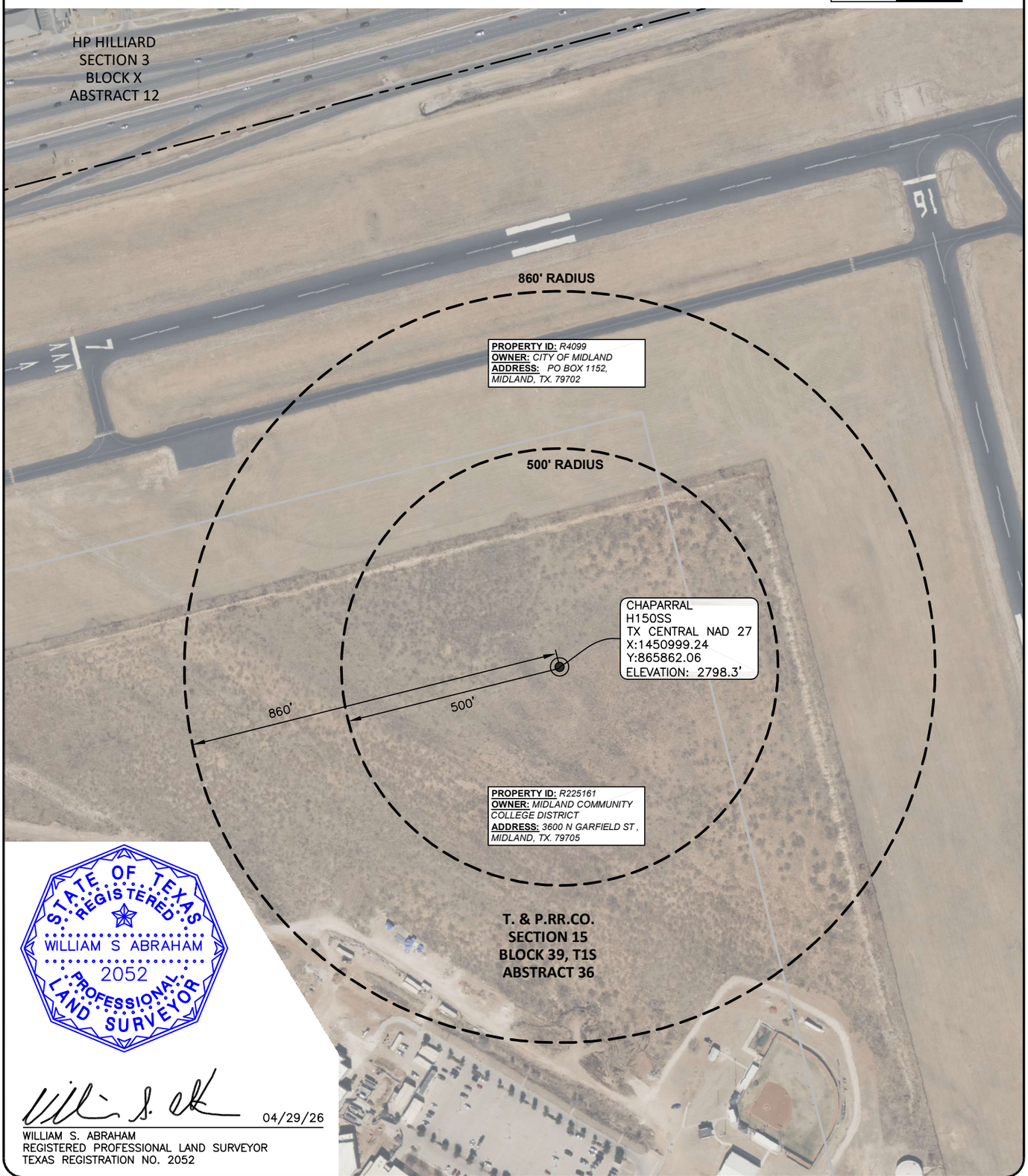
NOTES:

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3.THE PROPOSED WELL LOCATION WAS SURVEYED ON 04-13-2026

SYMBOL LEGEND:

FIRE HYDRANT
STORM DRAIN MANHOLE
WATER VALVE

N
W E
S
0' 150' 300'



STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
PROFESSIONAL
LAND SURVEYOR

04/29/26

WILLIAM S. ABRAHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 2052

WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED CHAPARRAL H150SS
T. & P. RR. CO. SURVEY, SECTION 15, BLOCK 39, T1S,
ABSTRACT 36, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 2,050' FSWL & 1,376 FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 27, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

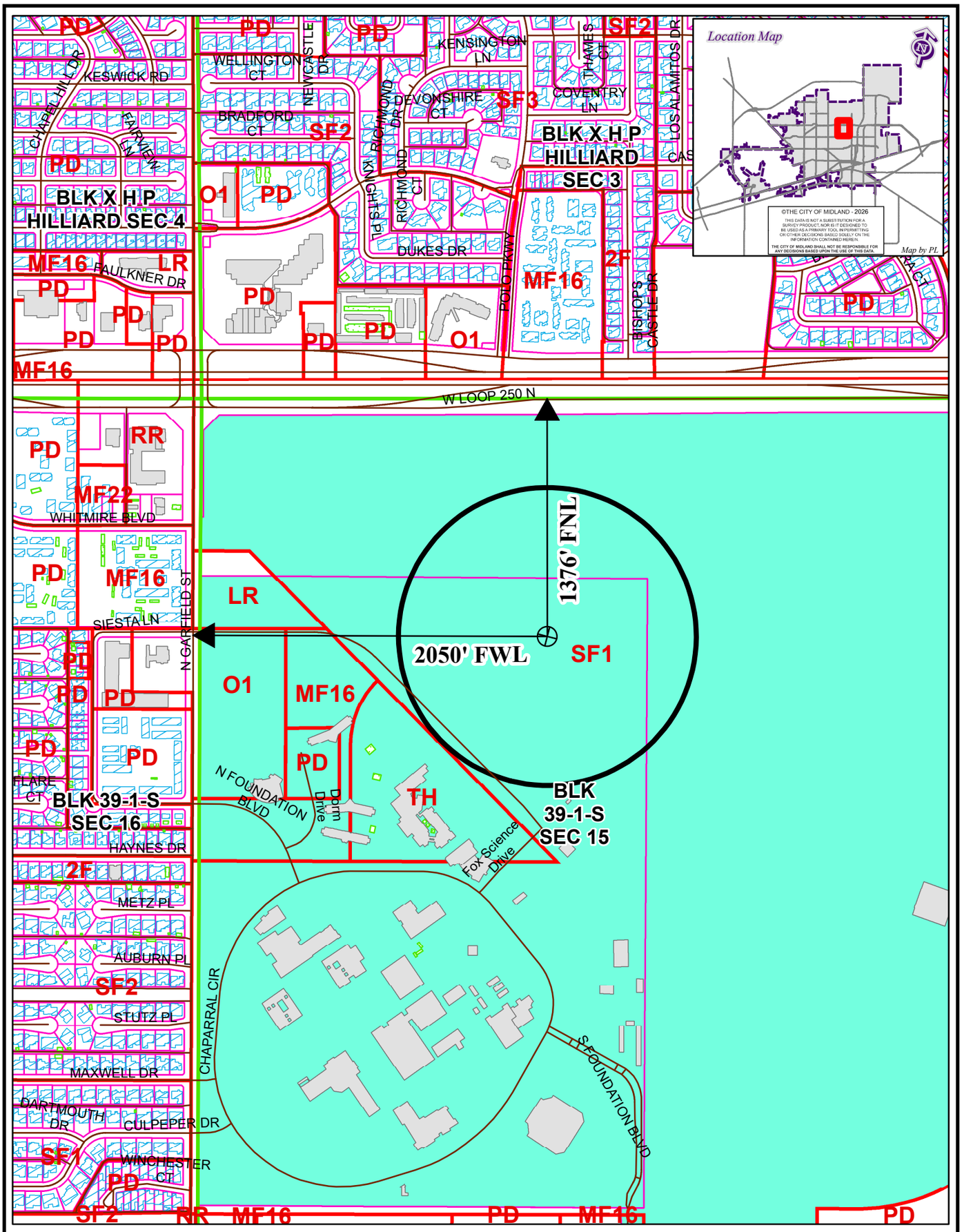
PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	GJL	DATE	04-15-26
CHECKED	MA	DATE	04-15-26
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
1	4/24/26	CONVERT TO NAD 27

JOB NAME	WELL RADIUS
JOB NO.	26003998



LOCATION AND ZONING MAP

OIL26-000000022 **Scale: 1" = 700'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,376' FNL and 2,050' FWL, Section 15, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 2,050 feet east of North Garfield Street and 1,376 feet south of W Loop 250 N.

Chaparral H150SS

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
05/04/2026	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Undeveloped land on Midland College campus

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

Current Tax Roll from Midland Central Appraisal District), **which lists**

the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Chaparral H150UH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1,316' FNL & 2,050' FWL, Section 15
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

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Description of Public Utilities required during (1) drilling and (2) operations:

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(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

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See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

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ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Compnay
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Kyle Hammond, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

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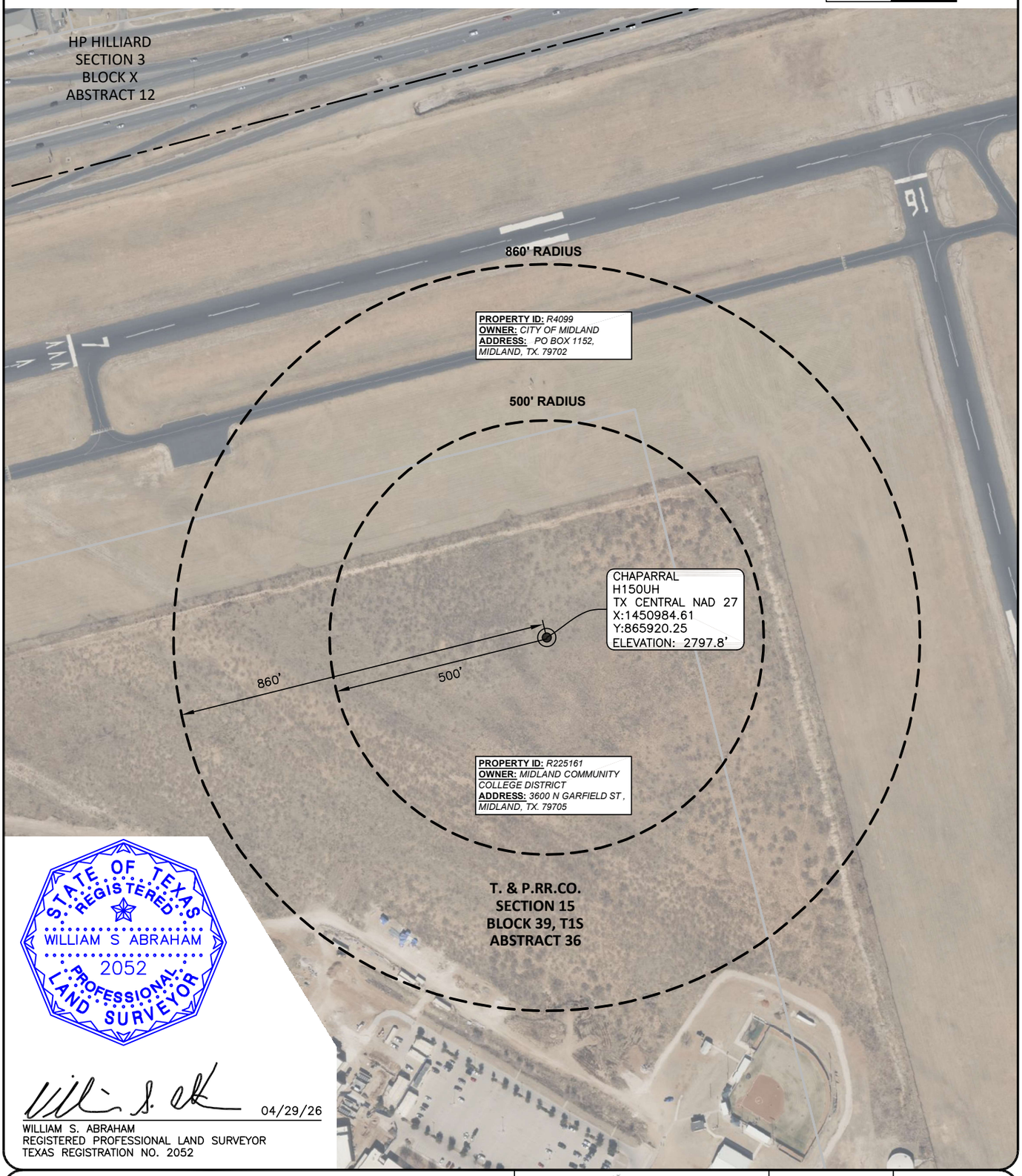
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SYMBOL LEGEND:

FIRE HYDRANT
STORM DRAIN MANHOLE
WATER VALVE

N
W E
S
0' 150' 300'



STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
PROFESSIONAL
LAND SURVEYOR

04/29/26

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WELL RADIUS

PROPOSED CHAPARRAL H150UH
T. & P. RR. CO. SURVEY, SECTION 15, BLOCK 39, T1S,
ABSTRACT 36, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 2,050' FSWL & 1,316 FNWL

NOTES:
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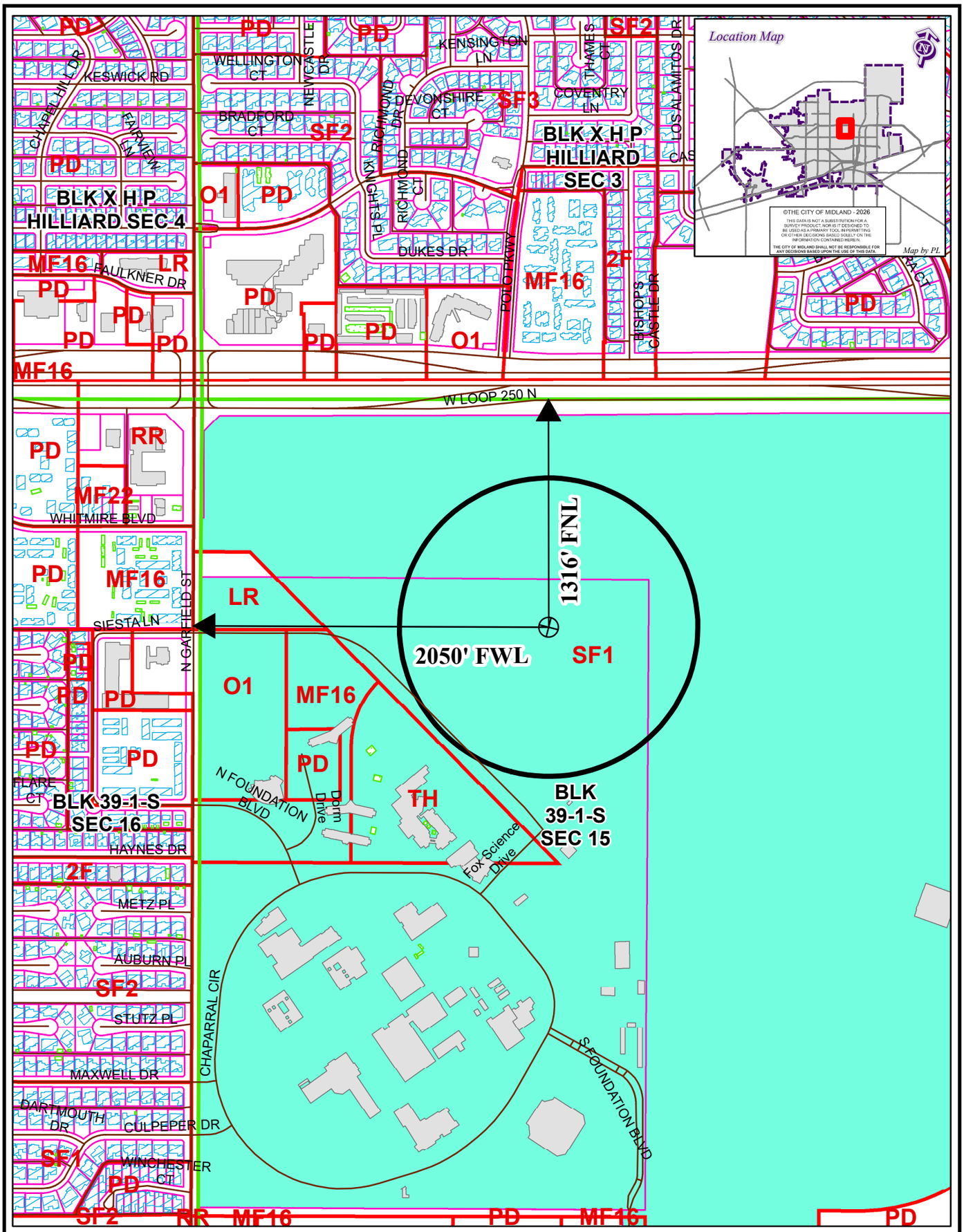
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APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
1	4/24/26	CONVERT TO NAD 27

JOB NAME	WELL RADIUS
JOB NO.	26003998



LOCATION AND ZONING MAP

OIL26-000000023 **Scale: 1" = 700'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,316' FNL and 2,050' FWL, Section 15, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 2,050 feet east of North Garfield Street and 1,316 feet south of W Loop 250 N.

Chaparral H150UH

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

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PD	PLANNED DISTRICT	P	PARKING
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APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
05/04/2026	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
Fee: $4,000.00 Rec'd Yes✓ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

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IV. Well & Operations Information

Proposed Well Name: Chaparral H150WB

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1,336' FNL & 2,050' FWL, Section 15
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

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***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

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Permian Deep Rock Oil Compnay
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Kyle Hammond, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Peña
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[S E A L]

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MY COMM. EXP. 08/03/29
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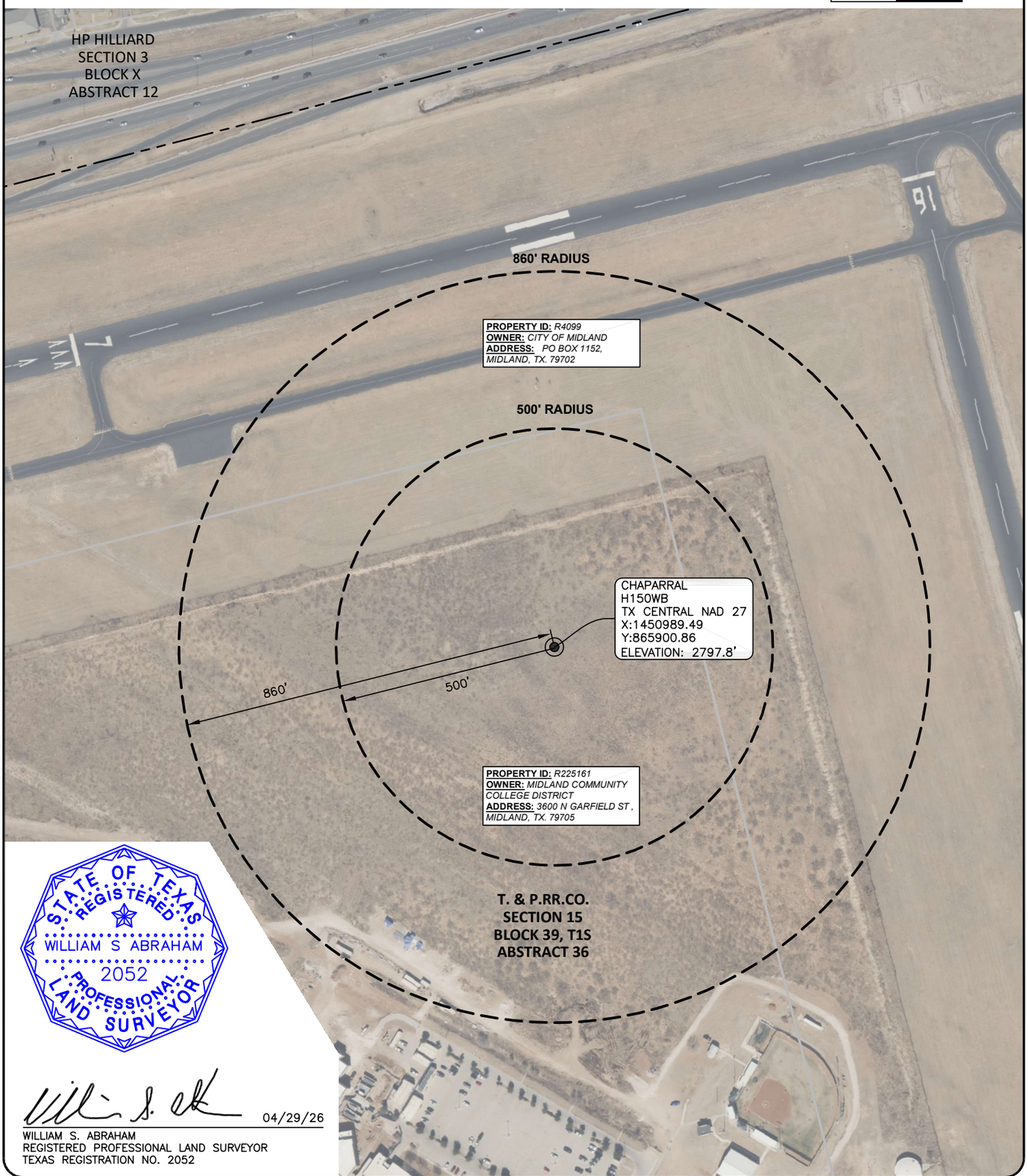
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3.THE PROPOSED WELL LOCATION WAS SURVEYED ON 04-13-2026

SYMBOL LEGEND:

FIRE HYDRANT
STORM DRAIN MANHOLE
WATER VALVE

N
W E
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0' 150' 300'



STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
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04/29/26

WILLIAM S. ABRAHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 2052

WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED CHAPARRAL H150WB
T. & P. RR. CO. SURVEY, SECTION 15, BLOCK 39, T1S, ABSTRACT 36, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 2,050' FSWL & 1,336 FNWL

NOTES:
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2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 27, CENTRAL ZONE.
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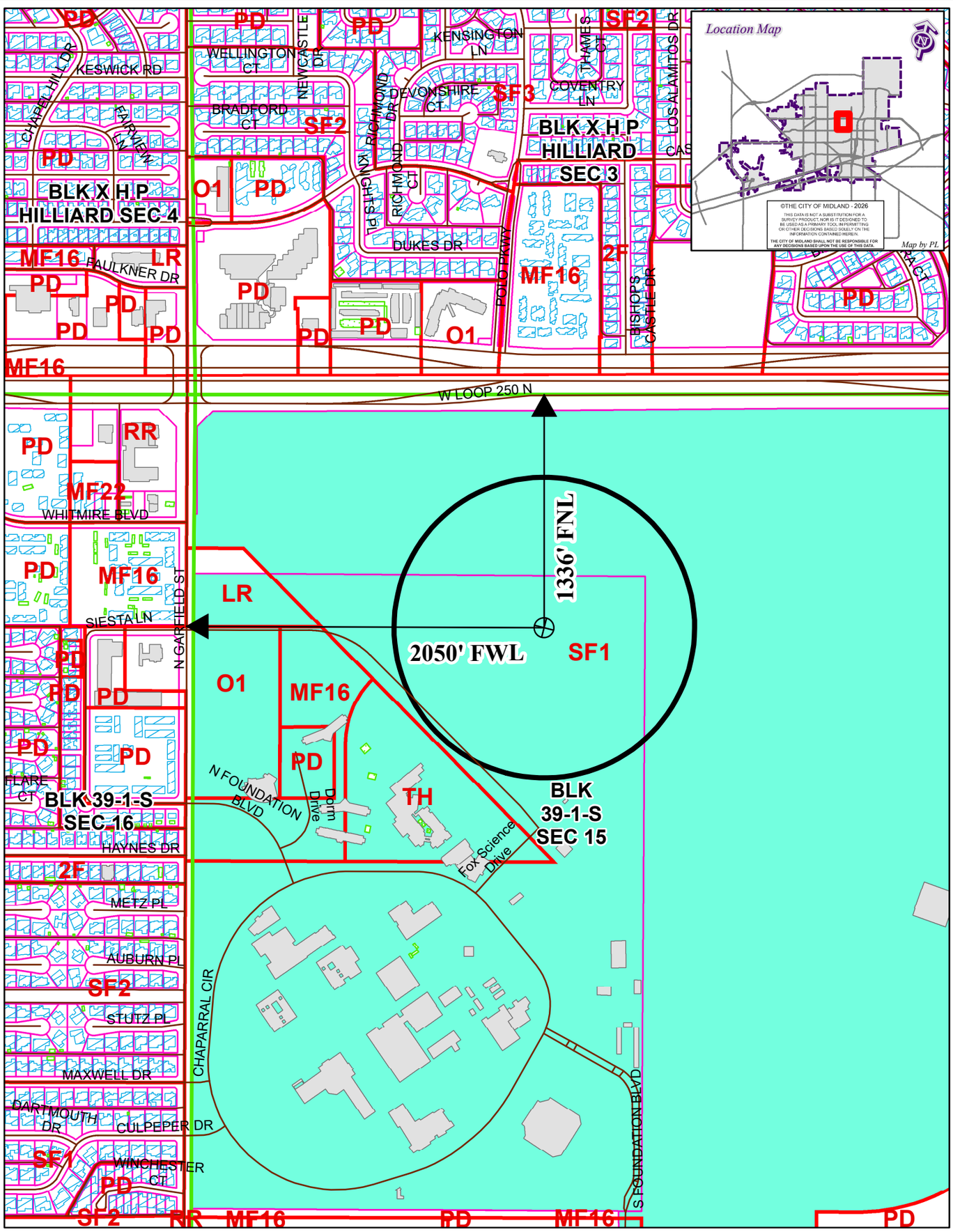
PERMIAN DEEP ROCK OIL COMPANY

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DRAWN	GJL	DATE	04-15-26
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REV#	DATE	DESC.
1	4/24/26	CONVERT TO NAD 27

JOB NAME	WELL RADIUS
JOB NO.	26003998



LOCATION AND ZONING MAP

OIL26-000000024 **Scale: 1" = 700'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,336' FNL and 2,050' FWL, Section 15, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 2,050 feet east of North Garfield Street and 1,336 feet south of W Loop 250 N.

Chaparral H150WB

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

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PD	PLANNED DISTRICT	P	PARKING
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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 Meeting

Item Number: 19.
Meeting Date: June 23, 2026
To: City Council
From: Isaac Garnett, Community Services Division Manager
Subject: HOLD A PUBLIC HEARING IN ORDER FOR THE CITY OF MIDLAND TO RECEIVE PUBLIC COMMENTS, GUIDANCE AND RECOMMENDATIONS REGARDING THE 2026-2027 CDBG GRANT APPLICATION SUBMISSIONS AND THE SECOND YEAR ACTION PLAN IN ACCORDANCE WITH THE FIVE-YEAR CONSOLIDATED PLAN 2025-2030 (PUBLIC HEARING ONLY)

Purpose:
The purpose of the public hearing is to allow the citizens to participate in the development of the City's 2026/2027 Community Development Program and the Second-Year Action Plan to the Five-Year Consolidated Plan 2025-2030. Past usage of Community Development Block Grant (CDBG) funds, community development and housing needs, and proposed uses of 2026/2027 CDBG funds will be discussed. The CDBG prioritization committee shall convene to review and make recommendations for funding to the full council. The Second Year Action Plan will have a 30-day public comment period before final submission to the Department of Housing & Urban Development by August 15, 2026.

Recommended Action:
No action taken

Fiscal Impact:
No fiscal impact to the City of Midland budget

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
The City anticipates receiving approximately $996,933 from the U.S. Department of Housing and Urban Development. The city also expects to utilize $40,000 in Program Income and $230,000 in prior-year CDBG fund balance totaling $1,266,933. A minimum of 70% of CDBG funds must be allocated to projects that benefit low and moderate-income persons. Examples of activities eligible for CDBG funding are housing rehabilitation, sidewalk and street improvements, park improvements, code enforcement, lot clearance, economic development and public services. This public hearing is one of two required public hearings. Action will be taken. Twelve applications were received, along with six City projects, totaling $2,682,849 in requested funding.

Attachments:

A. CDBG Agenda Slides 06-23-2026 revised

Isaac Garnett, Development Services - Community Services	Created/Initiated - 6/9/2026
Elizabeth Triggs, Development Services	Approved - 6/11/2026
Christy Weakland, Finance	Approved - 6/12/2026
Linda Ochoa, Legal	Approved - 6/14/2026
Morris Williams, City Manager	Approved - 6/15/2026
Jose Ortiz, City Manager	Approved - 6/15/2026
Jan Hamilton, City Secretary	Final Approval - 6/16/2026


MIDLAND
Be the Energy!
CDBG SECOND YEAR ACTION PLAN
TO THE FIVE-YEAR CONSOLIDATED
PLAN 2025-2030
Visit Our Website
MIDLANDTEXAS.GOV

STRATEGIC PLAN CONNECTION

Goal 2. Set the Standard for a Safe and Secure City

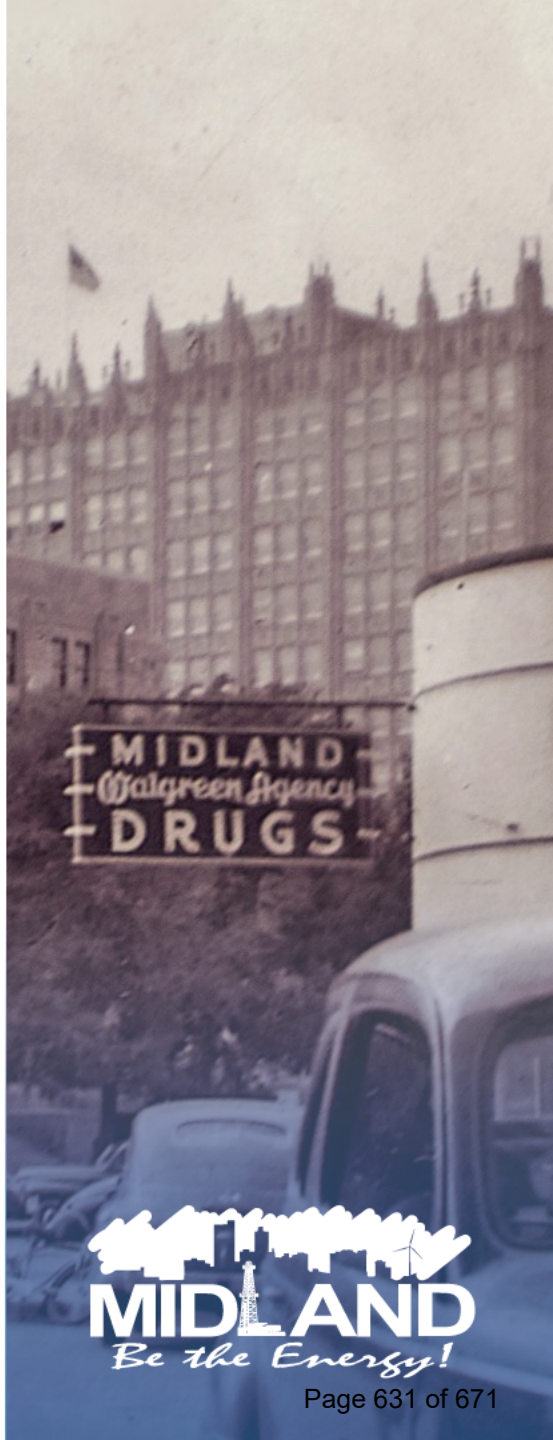
- 2.4 Revitalize neighborhoods

Goal 3. Quality of Life and Place for Recruitment and Retention

- 3.3 Create an attractive and ***inclusive*** living environment

Goal 4. Transparent and Consistent Communication

- 4.4 Advance Two-Way Communication of Key Message



WHERE WE ARE IN THE PROCESS

Hold **second public hearing** (June 23rd) to:

- Present 2026-2027 CDBG proposals (20 applications)
- Gather public input to guide funding decisions
- Begin formulation of the Second Year Annual Action Plan (PY2026) as part of the Five-Year Consolidated Plan (PY2025–PY2030)



SECOND YEAR ACTION PLAN

- Outlines specific priorities and objectives for Program Year 2026
- Details how HUD-Community Development Block Grant (CDBG) funds will be allocated through contracts
- Identifies programs and activities that meet community development needs
- Supports implementation of the Five-Year Consolidated Plan (2025–2030)



FEDERAL PROGRAM OBJECTIVES & OUTCOMES

Each activity must meet:

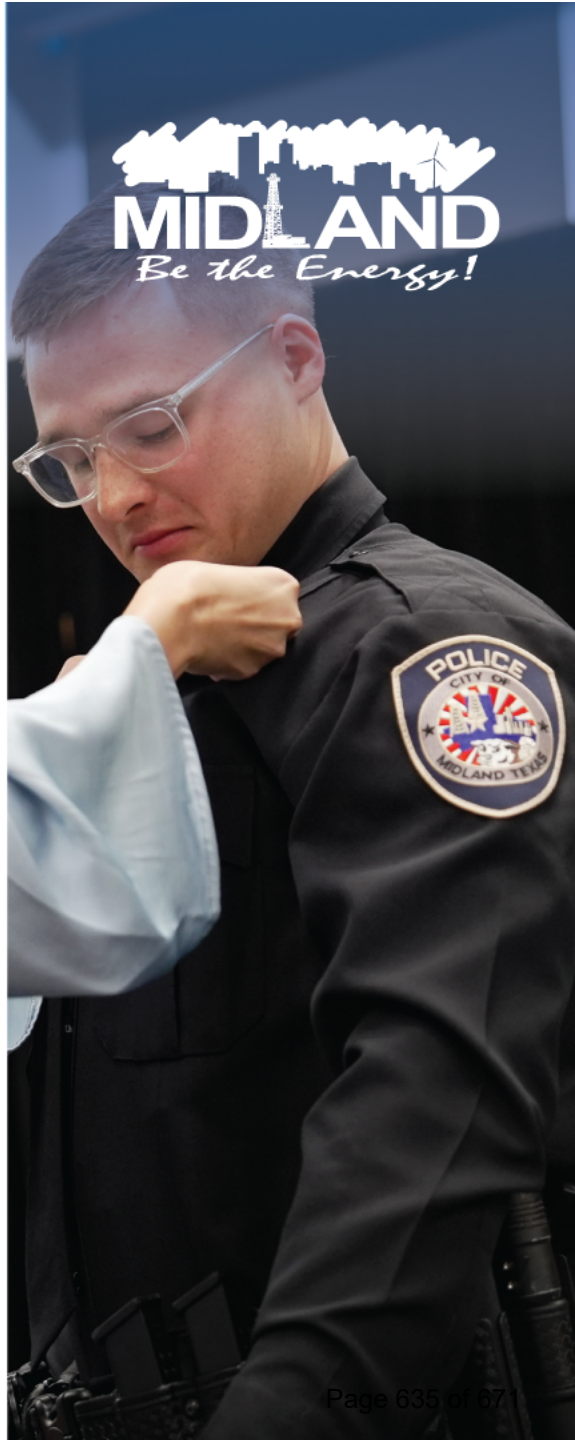
- **One of three federal objectives:**
  1. Decent Housing
  2. Suitable Living Environment
  3. Economic Opportunity
- **And one of three outcomes:**
  1. Availability / Accessibility
  2. Affordability
  3. Sustainability



PROGRAM OVERVIEW (PY26)

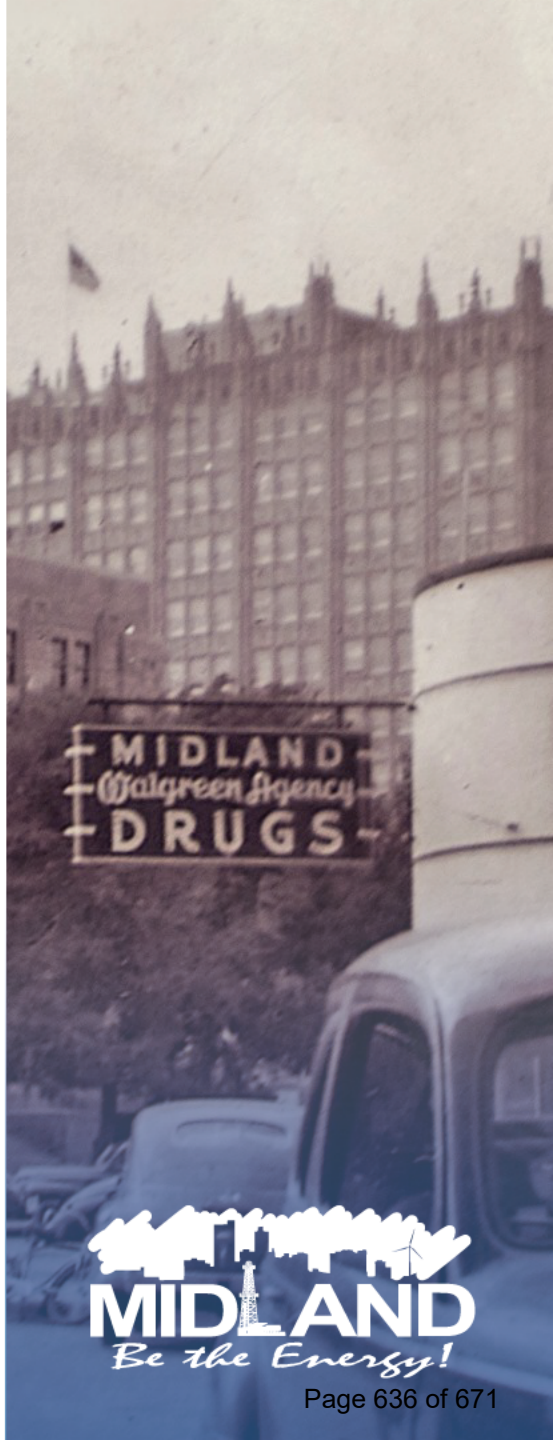
Estimated HUD Allocation	$996,933
Program Income	$40,000
Prior-Year Fund Balance	$230,000
Total Available	**$1,266,933**

- 12 applications received; 6 City projects; **$2,682,849** requested
- Public Application Period: April 3 – 30, 2026
- Public outreach conducted through meetings, surveys, and MRT notices



SUMMARY OF APPLICATIONS BY CATEGORY (PY26)

- **Community Programs & Support Initiatives**
- 9 applications | ***$537,458*** requested | 8 organizations
- **Facilities & Park Improvements**
  5 applications | ***$855,400*** requested | 3 organizations
- **Infrastructure Improvements**
  3 applications | ***$880,000*** requested | 2 organizations
- **Housing Assistance/ Administration**
  3 applications | ***$420,000*** requested | 1 organization



COMMUNITY PROGRAMS & SUPPORT INITIATIVES

1. **Casa de Amigos – SE Senior Center Nutrition Program**
   Request: ***$70,000*** | Program Budget: $235,344
   Provides daily meals and food boxes to seniors across three sites
2. **Casa de Amigos – Home Cleaning Program**
   Request: ***$60,000*** | Program Budget: $149,850
   Deep cleaning and maintenance for 100 low-income seniors and disabled adults



COMMUNITY PROGRAMS & SUPPORT INITIATIVES

3. **Casa de Amigos – Senior Water Fitness & Health Program**
   Request: ***$35,460*** | Program Budget: $35,460
   Collaboration with COM Aquatics for water therapies
4. **Mission Center Adult Day Service – Take Home Terrific Program**
   Request: ***$46,000*** | Program Budget: $139,000
   Evening meal delivery and wellness checks for 110 mobility-impaired & intellectually disabled individuals



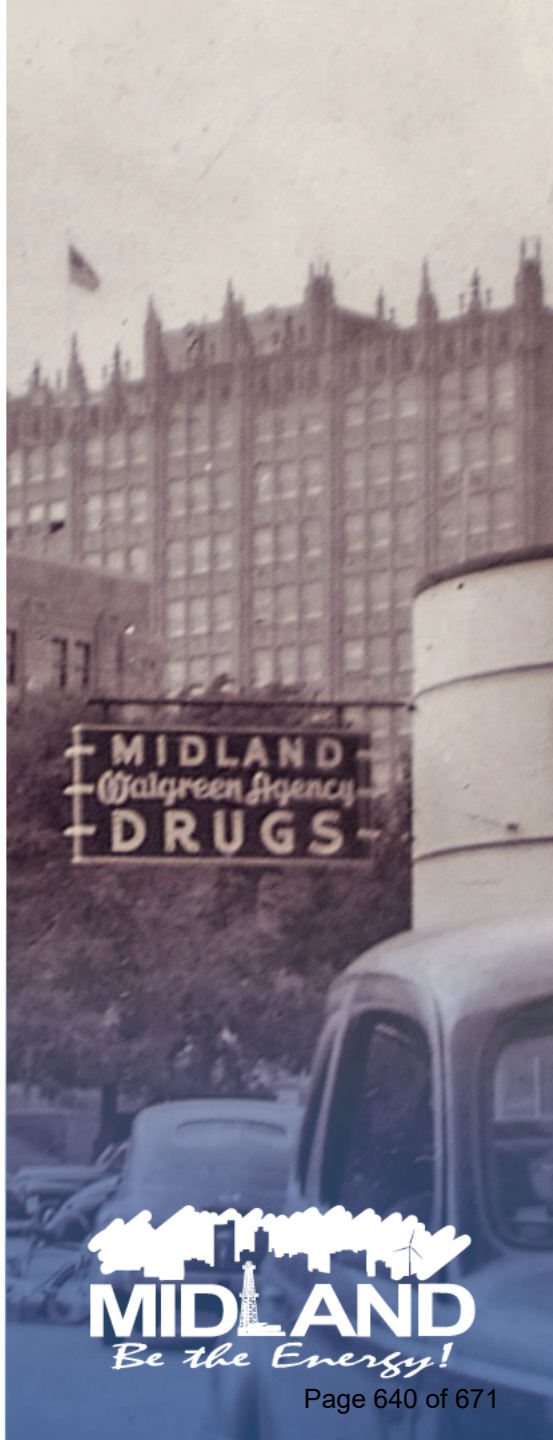
COMMUNITY PROGRAMS & SUPPORT INITIATIVES

5. **Senior Life Midland – Share A Meal (Meals on Wheels) Program**
   Request: ***$85,000*** | Program Budget: $1,69,104
   Delivers 1000 meals per day to homebound seniors
6. **The Salvation Army – Nutrition & Support Services for Homeless**
   Request: ***$100,000*** | Program Budget: $533,250
   Provides ~300 meals/day and staffing for homeless feeding program ~118,500 per year.



COMMUNITY PROGRAMS & SUPPORT INITIATIVES

7. **West Texas Food Bank – Drive-Thru Food Pantry**
   Request: ***$15,000*** | Program Budget: $38,755
   Distributes 25–30 lb. pantry boxes to ~2,160 low-income individuals via drive-thru and partners
8. **Church on Wheels – Breaking Bread Ministries Bus Pass & Referral Program**
   Request: ***$21,700*** | Project Budget: $21,700
   Assist 720 individuals experiencing homelessness to access to social services in a timely manner



COMMUNITY PROGRAMS & SUPPORT INITIATIVES

9. **Thriving United Peer Support Program**

   Request: ***$104,298*** | Program Budget: $332,562
   Recovery services for vulnerable populations

10. **Development Services/Code Officer III**

    Request: ***$150,000*** | Program Budget: $150,000
    Code Enforcement Officer III performs field inspections in districts 2 & 4 to assist in addressing dangerous, vacant buildings.



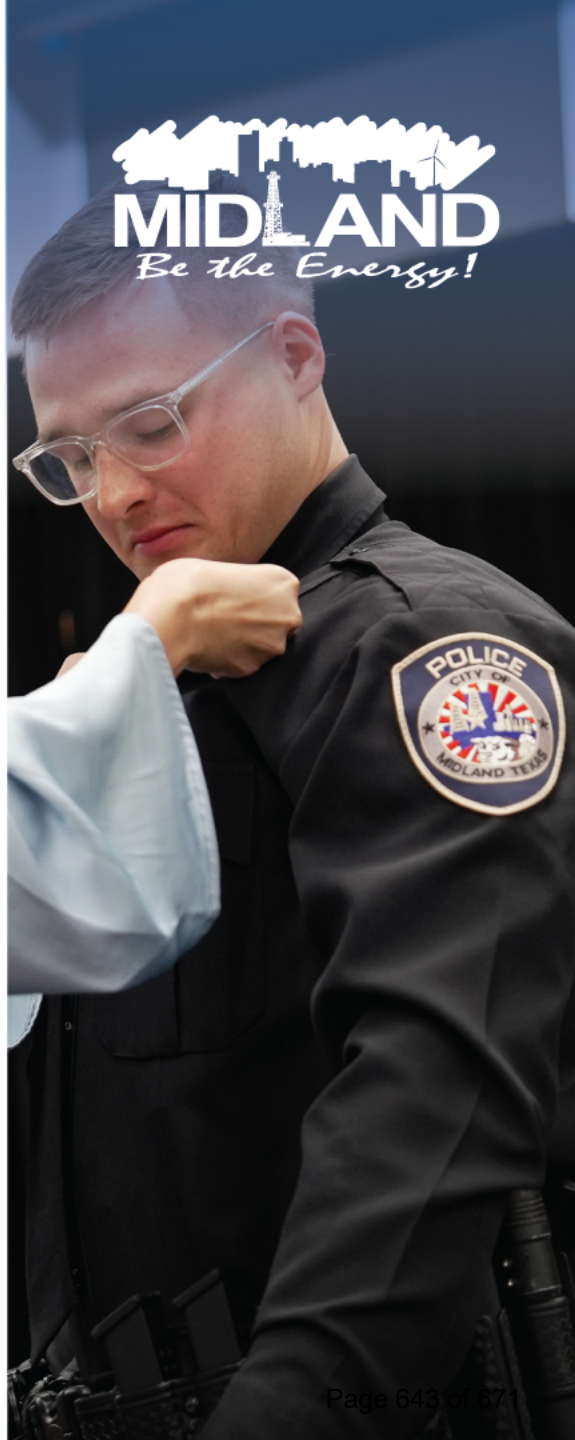
FACILITIES & PARK IMPROVEMENTS

1. **City of Midland Housing Authority – Langtry Village Upgrades**
   Request: ***$25,400***| Project Budget: $25,400
   Rehabilitation of parking lot for elderly/disabled housing.
2. **City of Midland Parks & Recreation – Dunagan Park Pavilion**
   Request: ***$75,000*** | Project Budget: $75,000
   New pavilion facility for park users



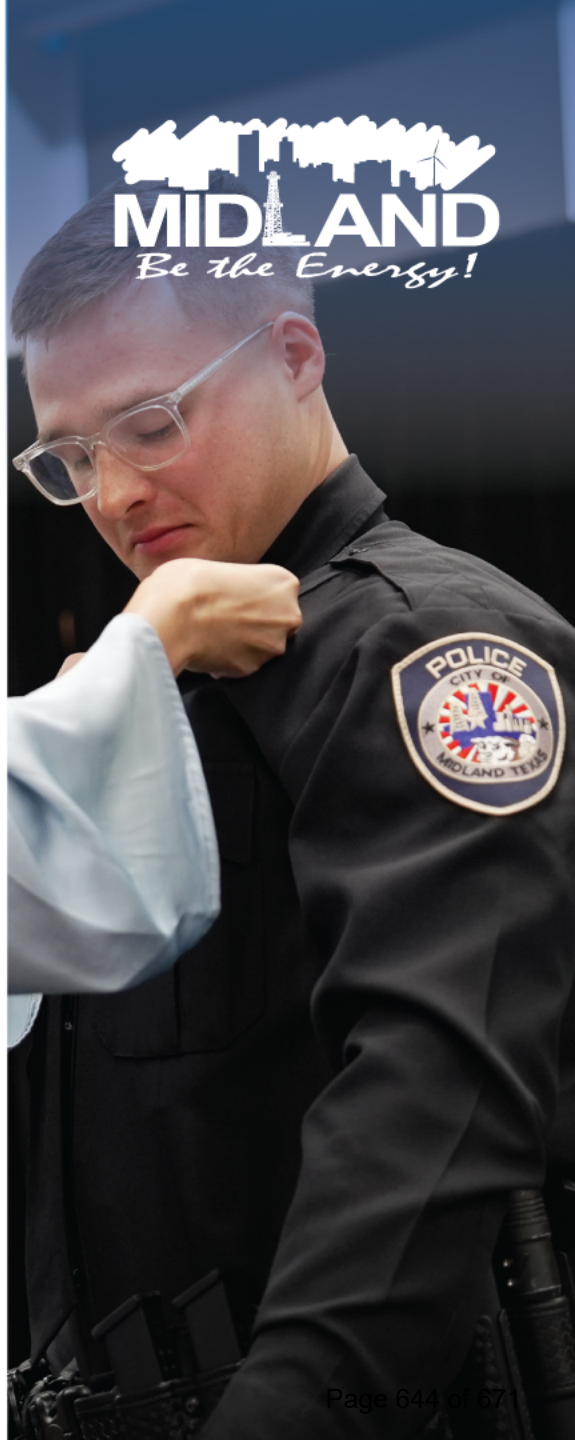
FACILITIES & PARK IMPROVEMENTS

3. **Young Men's Christian Association Midland**
   Request: ***$200,000*** | Project Budget: $600,00
   Design and construction documents for expanding access to aquatic facilities & programming.
4. **City of Midland Parks & Recreation – MLK Rec Center Parking Lot Replacement**
   Request: ***$480,000*** | Project Budget: $480,000



FACILITIES & PARK IMPROVEMENTS

5. **City of Midland Parks & Recreation – Henderson Park Pavillion**
   Request: ***$75,000*** | Project Budget: $75,000



INFRASTRUCTURE IMPROVEMENTS

1. **Midland Habitat for Humanity – Fairgrounds Subdivision Infrastructure**
   Request: ***$400,000*** | Project Budget: $4,000,000
   Streets, ADA ramps and curbs for 100 affordable housing development.
2. **City of Midland Engineering – New York Street Sidewalk Project**
   Request: ***$240,000*** | Project Budget: $240,000
   Sidewalks improvements from New York Ave & Fairgrounds Ave to New York Ave & Carver Ave.



INFRASTRUCTURE IMPROVEMENTS

3. **City of Midland Engineering – Garret Burns Park Sidewalk Project**
   Request: ***$240,000*** | Project Budget: $240,000
   Sidewalks improvements from New York Ave & Fairgrounds Ave to New York Ave & Carver Ave.



HOUSING ASSISTANCE

1. **City of Midland Community Development – First-Time Homebuyer Program**
   Request: ***$150,000*** | Program Budget: $150,000
   Down payment assistance for 10 low-income first-time homebuyers.
2. **City of Midland Community Development – Minor Home Repair Program**
   Request: ***$120,000*** | Program Budget: $120,000
   Up to $10,000 per home for repairs to 12 low-income owner-occupied residences.



NEXT STEPS

- Public Hearing #2 (June 23)
- Publish Draft Action Plan (June – July)
- Prioritization Committee Meeting(s) (May – June)
- Prioritization Committee Recommendation (June)
- City Council Considers Final Action Plan (July)
- Submit Final Action Plan to HUD (by Aug 15)
- Begin Funded Projects (starting Oct 1)



MISSION

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



City Council Meeting

Item Number: 20.
Meeting Date: June 23, 2026
To: City Council
From: Madelim Jaquez, Planner
Subject: AN ORDINANCE VACATING AND ABANDONING A 0.523-ACRE PORTION OF WEST PENNSYLVANIA AVENUE RIGHT-OF-WAY LOCATED ADJACENT TO BLOCKS 151 AND 152, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF SOUTH MARIENFELD STREET AND WEST PENNSYLVANIA AVENUE) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS IN EXCHANGE FOR PAYMENT TO THE CITY OF THE SUM OF $45,563.76; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

Purpose:
Century Graphics and Sign is requesting to vacate a 0.523-acre portion of West Pennsylvania Avenue right-of-way located adjacent to Blocks 151 and 152, Southern Addition, City and County of Midland, Texas to improve safety for their employees.

Recommended Action:
Approve

Fiscal Impact:
No impact

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

Fiscal Impact:

The 2026 appraised value of the right-of-way is $2.00 per square foot, for a total value of $45,563.76.

Discussion:

The approximated area that will be vacated is 22781.88 square feet (0.523-acres).

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No oil & gas issues

Building Code: (Approved)

No objections

Engineering: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed. [For Applicant's Information Only.]

Fire: (Approved)

No comments or objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed

GIS: (Approved)

No comment.

AT&T: (Approved)

Yes, as long as we can leave our cable there. If they want us to move it then I wouldn't sign until they paid.

Atmos: (Approved)

Atmos Energy currently has facilities located within the above-described Right of Way of Pennsylvania Ave. proposed to be vacated between Pecos and Marienfeld.

Atmos would have no objection to this vacation if a utility easement is maintained or if requested, our line was to be relocated. Any relocation costs would be passed on to the property owner or entity requesting the vacate.

Atmos requires 24/7 access for operation and maintenance of the main line and meters, and an easement to maintain existing facilities.

Astound: (Approved)

Astound is clear here.

Oncor: (Approved)

If the area is retained as a utility easement and our facilities remain cover until relocation is complete as the letter stated then we would have no issues with that.

We are okay with the gate being installed. However, please ensure that we maintain 24/7 access in case any work is required on Oncor's facilities.

Optimum: (Approved)

Yes, as long as we don't need to move it, otherwise there will be some costs needed to relocate it or to lower it.

No objection to the gate installation provided their underground facilities do not need to be relocated. If relocation or lowering of facilities is required, associated costs would apply

The applicant must locate and avoid existing underground facilities during construction

Optimum has identified the location of its underground plant on the plat provided.

Planning: (Approved with Conditions)

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved the request.
Therefore, staff recommends approval of the vacation of a 0.523-acre portion of West Pennsylvania Avenue right-of-way located adjacent to Lots 1 and 2, Block 152, Southern Addition, City and County of Midland, Texas, to improve safety for their employees subject to the conditions below.

Conditions:

A. **The City of Midland has received from the abutting property owner(s) the sum of $45,563.76; and**

B. **A replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.**

Letters of Objection:

As of June 11, 2026, staff has not received any letter(s) of objection to this request.

Attachments:

A. ORDINANCE WITH EXHIBIT - V-26-0076, W Pennsylvania, Blk 152, Southern Addn Ord w Exh
B. V-26-0076, Combined files
C. CC- -Century Graphics and Sign Vacation

Madelim Jaquez, Development Services	Created/Initiated - 6/11/2026
Elizabeth Triggs, Development Services	Approved - 6/11/2026
Christy Weakland, Finance	Approved - 6/12/2026
Linda Ochoa, Legal	Approved - 6/14/2026
Morris Williams, City Manager	Approved - 6/15/2026
Jose Ortiz, City Manager	Approved - 6/15/2026
Jan Hamilton, City Secretary	Final Approval - 6/16/2026

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.523-ACRE PORTION OF WEST PENNSYLVANIA AVENUE RIGHT-OF-WAY LOCATED ADJACENT TO BLOCKS 151 AND 152, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF SOUTH MARIENFELD STREET AND WEST PENNSYLVANIA AVENUE) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS IN EXCHANGE FOR PAYMENT TO THE CITY OF THE SUM OF $45,563.76; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.523-acre portion of West Pennsylvania Avenue right-of-way located adjacent to Blocks 151 and 152, Southern Addition, City and County of Midland, Texas, as described in Exhibit A attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

WHEREAS, the Property is land described by Section 272.001(b) of the Texas Local Government Code; and

WHEREAS, Section 272.001(b) of the Texas Local Government Code provides that the notice and bidding requirements of Section 272.001(a) that generally apply to a political subdivision's conveyance, sale, or exchange of land or real property interests owned by the political subdivision do not apply to:

A. narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances;

B. streets or alleys, owned in fee or used by easement;

C. land or a real property interest originally acquired for streets, rights-of-way, or easements that the political subdivision chooses to exchange for other land to be used for streets, rights-of-way, easements, or other public purposes, including transactions partly for cash;

D. land that the political subdivision wants to have developed by contract with an independent foundation;

E. a real property interest conveyed to a governmental entity that has the power of eminent domain;

F. a municipality's land that is located in a reinvestment zone designated as provided by law and that the municipality desires to have developed under a project plan adopted by the municipality for the zone; or

G. a property interest owned by a defense base development authority established under Chapter 378, Local Government Code, as added by Chapter 1221, Acts of the 76th Legislature, Regular Session, 1999; and

WHEREAS, the land and those interests described by Section 272.001(b) of the Texas Local Government Code may not be conveyed, sold, or exchanged for less than the fair market value of the land or interest unless the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple; and

WHEREAS, an application for vacating the Property has been received by the City from one or more abutting fee simple property owner(s); and

WHEREAS, the Council finds it to be in the public interest to vacate and abandon the Property;

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

SECTION ONE. That the Property is hereby vacated and abandoned for all public purposes; provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until:

A. the City of Midland has received from the abutting property owner(s) the sum of $45,563.76; and

B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property. If, during the existence of the accessible nonexclusive utility easement, the owner of the Property installs any fencing or gate on the Property, as reflected in Exhibit A, such fencing or gate shall not obstruct access to any utility facility. During the existence of the accessible nonexclusive utility easement, any

such fencing or gate may be demolished and removed by the City or by any entity that uses the Property for utility purposes if the City or the entity, in the City's or the entity's sole discretion, determines that such fencing or gate obstructs the accessibility of a utility facility, and the cost of such demolition and removal shall be assessed against the owner of the Property. Further, the owner of the Property shall, at all times during the existence of the accessible nonexclusive utility easement, ensure that any such gate remains unlocked, in good working condition, and easily operable by one individual of ordinary strength.

SECTION FOUR. That upon the City's receipt of the sum set forth in Section Two hereof, the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

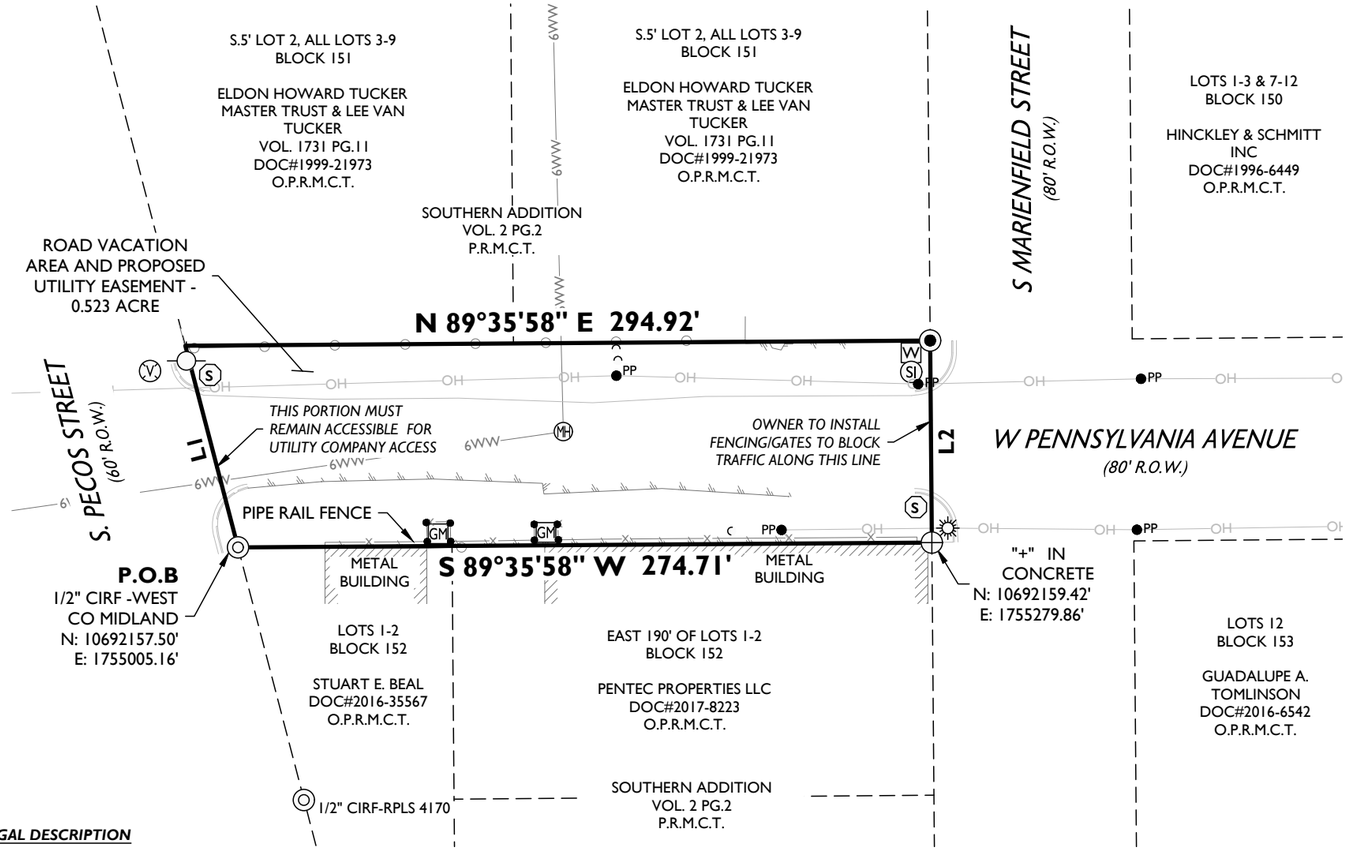
_____
Elizabeth Triggs, Planning and Development Officer

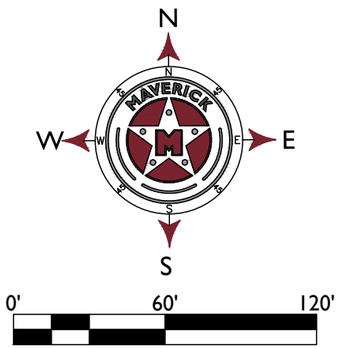
APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

"EXHIBIT A"

0.523 ACRE TRACT OF LAND FOR A ROAD VACANCY ON PENNSYLVANIA AVENUE SITUATED BETWEEN BLOCK 151 AND 152, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS





ORIGINAL SCALE : 1" = 60'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 14°38'58" W	82.54'
L2	S 00°28'32" E	80.00'

LEGEND

- SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514"
- FOUND MONUMENT AS NOTED
- "+" IN CONCRETE
- BOLLARD
- FIRE HYDRANT
- GM — GAS METER
- GUY ANCHOR
- LIGHT POLE
- MH — MANHOLE
- SI — SIGN
- S — STOP SIGN
- V — WATER VALVE
- BOUNDARY LINE
- PROPERTY LINES
- EASEMENT LINES
- EDGE OF ASPHALT
- X — FENCE
- CHAINLINK FENCE
- OH — OVERHEAD ELECTRIC LINE
- 6WW — EXISTING 6" WASTEWATER
- 6W — EXISTING 6" WATER MAIN
- BUILDING
- O.P.R.M.C.T. — OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
- P.R.M.C.T. — PLAT RECORDS, MIDLAND CO., TX

LEGAL DESCRIPTION

FIELD NOTE DESCRIPTION OF A 0.523 ACRE TRACT OF LAND FOR A ROAD VACANCY ON PENNSYLVANIA AVENUE SITUATED BETWEEN BLOCK 151 AND 152, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, AS DEPICTED ON A PLAT RECORDED IN VOLUME 2 ON PAGE 2 OF THE DEED RECORDS OF SAID MIDLAND COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT N.(Y): 10692157.50, E.(X): 1755005.16, A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "WEST CO MIDLAND" FOUND IN THE WEST LINE OF SOUTH PECOS STREET IN THE SOUTH LINE OF SAID PENNSYLVANIA AVENUE AT THE NORTHWEST CORNER OF LOT 1, SAID BLOCK 152 FOR THE SOUTHWEST CORNER HEREOF;

THENCE N.14°38'58"W., ALONG SAID SOUTH PECOS STREET, CROSSING SAID PENNSYLVANIA AVENUE, 82.54 FEET TO A POINT THAT BEARS N.04°02'26"W., 1.00 FEET FROM A CHAIN LINK FENCE CORNER FOR THE NORTHWEST CORNER HEREOF;

THENCE N.89°39'58"E., ALONG THE NORTH LINE OF SAID PENNSYLVANIA AVENUE, 294.92 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK" SET IN THE WEST LINE OF SOUTH MARIENFELD STREET FOR THE NORTHWEST CORNER HEREOF;

THENCE S.00°28'32"E., ALONG SAID SOUTH MARIENFELD STREET, CROSSING SAID PENNSYLVANIA AVENUE, 80.00 FEET TO A "+" FOUND MARKED IN CONCRETE FOR THE NORTHEAST CORNER OF SAID LOT 1 FOR THE SOUTHEAST CORNER HEREOF;

THENCE S.89°39'58"W., ALONG SAID LOT 1, 274.71 FEET TO **THE POINT OF BEGINNING**, CONTAINING 22785 SQUARE FEET OR 0.523 ACRE OF LAND.

SURVEY NOTES:

1. *BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NAD 83, U.S. SURVEY FOOT WITH A CONVERGENCE ANGLE (THETA) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.99989611 AT NGS "MIDLAND".*
2. *1/2 IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514" AT ALL SET CORNERS, UNLESS OTHERWISE SPECIFIED.*
3. *SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.*
4. *LOCATION OF BURIED UTILITIES AND PIPELINES, IF ANY, IS APPROXIMATE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE, OR BY ONE-CALL 811 SITE MARKINGS AT THE TIME OF THIS SURVEY. DUE CARE IS RECOMMENDED: CALL 1-800-DIG-TESS FOR LOCATES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.*

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

JOB NO.:	FIELD WORK:	DRAWN BY:	REV 1:	REV 2:
260003	2.09.26	LL		

I, GREGORY W. SHOULTS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL SURVEY MADE UPON THE GROUND BY ME OR UNDER MY DIRECT SUPERVISION OF THE PROPERTY DESCRIBED HEREON AND IS TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS OR EXCEEDS ALL REQUIREMENTS FOR A BOUNDARY SURVEY AS SPECIFIED BY THE TBPELS.

GREGORY W. SHOULTS, RPLS #5356
FIRM NO. TX #10194514

MARCH 05, 2026

STATE OF TEXAS REGISTERED GREGORY W. SHOULTS 5356 PROFESSIONAL LAND SURVEYOR

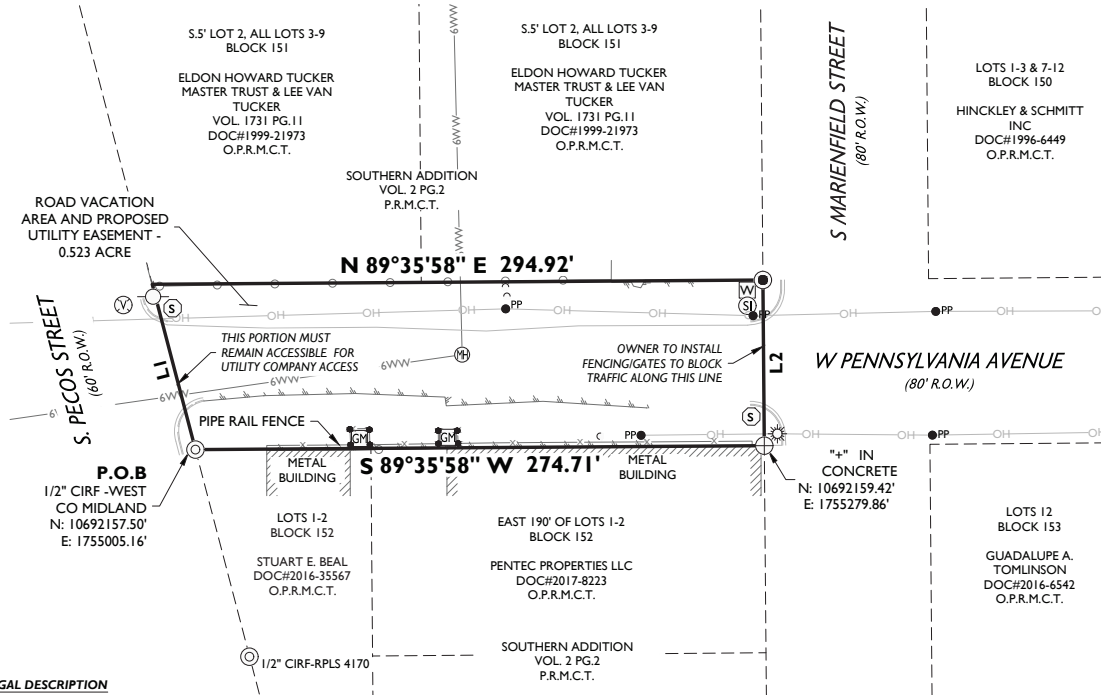
EXHIBIT "A"

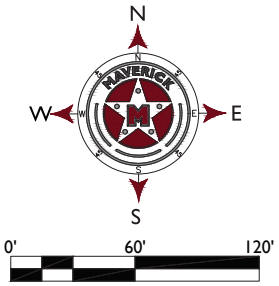
0.523 ACRE TRACT OF LAND FOR A ROAD VACANCY ON PENNSYLVANIA AVENUE SITUATED BETWEEN BLOCK 151 AND 152, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS

Drawing: F:\2026\260003-CENTURY GRAPHICS & SIGN-W PENNSYLVANIA AVE VACATION\DRAWINGS\EXHIBIT\260003 VACATION EXHIBIT.DWG Last Saved By: adevine on 3/11/26

"EXHIBIT A"

0.523 ACRE TRACT OF LAND FOR A ROAD VACANCY ON PENNSYLVANIA AVENUE SITUATED BETWEEN BLOCK 151 AND 152, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS





ORIGINAL SCALE : 1" = 60'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 14°38'58" W	82.54'
L2	S 00°28'32" E	80.00'

LEGEND

	SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514"
	FOUND MONUMENT AS NOTED
	"+" IN CONCRETE
	BOLLARD
	FIRE HYDRANT
GM	GAS METER
	GUY ANCHOR
	LIGHT POLE
MH	MANHOLE
SI	SIGN
S	STOP SIGN
V	WATER VALVE
	BOUNDARY LINE
	PROPERTY LINES
	EASEMENT LINES
	EDGE OF ASPHALT
X	FENCE
	CHAINLINK FENCE
OH	OVERHEAD ELECTRIC LINE
6WW	EXISTING 6" WASTEWATER
6W	EXISTING 6" WATER MAIN
	BUILDING
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
P.R.M.C.T.	PLAT RECORDS, MIDLAND CO., TX

LEGAL DESCRIPTION

FIELD NOTE DESCRIPTION OF A 0.523 ACRE TRACT OF LAND FOR A ROAD VACANCY ON PENNSYLVANIA AVENUE SITUATED BETWEEN BLOCK 151 AND 152, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, AS DEPICTED ON A PLAT RECORDED IN VOLUME 2 ON PAGE 2 OF THE DEED RECORDS OF SAID MIDLAND COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT N.(Y): 10692157.50, E.(X): 1755005.16, A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "WEST CO MIDLAND" FOUND IN THE WEST LINE OF SOUTH PECOS STREET IN THE SOUTH LINE OF SAID PENNSYLVANIA AVENUE AT THE NORTHWEST CORNER OF LOT 1, SAID BLOCK 152 FOR THE SOUTHWEST CORNER HEREOF;

THENCE N.14°38'58"W., ALONG SAID SOUTH PECOS STREET, CROSSING SAID PENNSYLVANIA AVENUE, 82.54 FEET TO A POINT THAT BEARS N.04°02'26"W., 1.00 FEET FROM A CHAIN LINK FENCE CORNER FOR THE NORTHWEST CORNER HEREOF;

THENCE N.89°39'58"E., ALONG THE NORTH LINE OF SAID PENNSYLVANIA AVENUE, 294.92 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK" SET IN THE WEST LINE OF SOUTH MARIENFELD STREET FOR THE NORTHWEST CORNER HEREOF;

THENCE S.00°28'32"E., ALONG SAID SOUTH MARIENFELD STREET, CROSSING SAID PENNSYLVANIA AVENUE, 80.00 FEET TO A "+" FOUND MARKED IN CONCRETE FOR THE NORTHEAST CORNER OF SAID LOT 1 FOR THE SOUTHEAST CORNER HEREOF;

THENCE S.89°39'58"W., ALONG SAID LOT 1, 274.71 FEET TO **THE POINT OF BEGINNING**, CONTAINING 22785 SQUARE FEET OR 0.523 ACRE OF LAND.

SURVEY NOTES:

1. *BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NAD 83, U.S. SURVEY FOOT WITH A CONVERGENCE ANGLE (THETA) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.99989691 1 AT NGS "MIDLAND".*
2. *1/2 IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514" AT ALL SET CORNERS, UNLESS OTHERWISE SPECIFIED.*
3. *SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.*
4. *LOCATION OF BURIED UTILITIES AND PIPELINES, IF ANY, IS APPROXIMATE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE, OR BY ONE-CALL 811 SITE MARKINGS AT THE TIME OF THIS SURVEY. DUE CARE IS RECOMMENDED: CALL 1-800-DIG-TESS FOR LOCATES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.*

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

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260003	2.09.26	LL		

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GREGORY W. SHOULTS, RPLS #5356
FIRM NO. TX #10194514

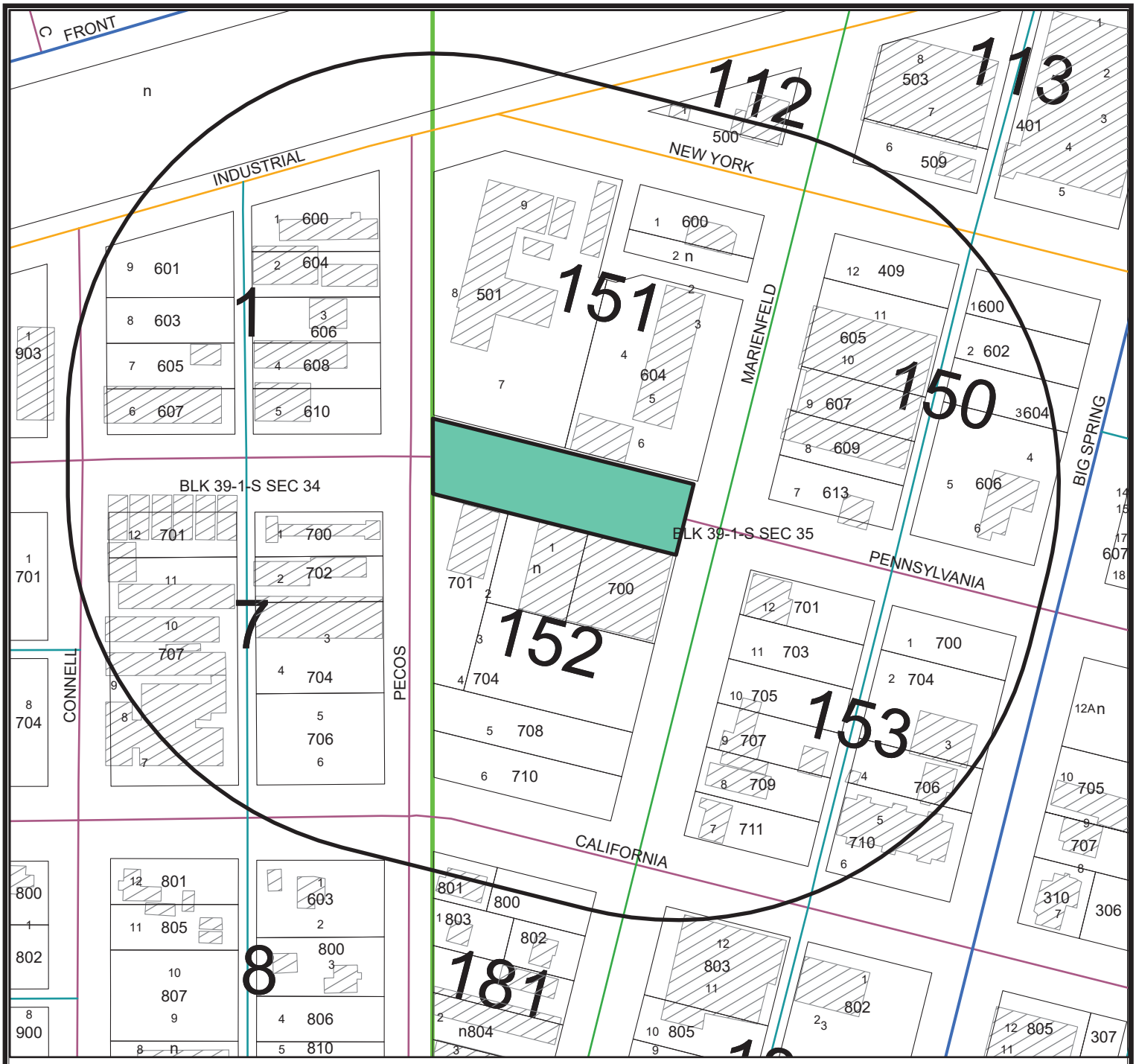
MARCH 05, 2026

STATE OF TEXAS REGISTERED GREGORY W. SHOULTS 5356 PROFESSIONAL LAND SURVEYOR

EXHIBIT "A"

0.523 ACRE TRACT OF LAND FOR A ROAD VACANCY ON PENNSYLVANIA AVENUE SITUATED BETWEEN BLOCK 151 AND 152, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS

Drawing : F:\2026\260003-CENTURY GRAPHICS & SIGN-W PENNSYLVANIA AVE VACATION\DRAWINGS\EXHIBIT\260003 VACATION EXHIBIT.DWG Last Saved By: adevine on 3/11/26



Location Map

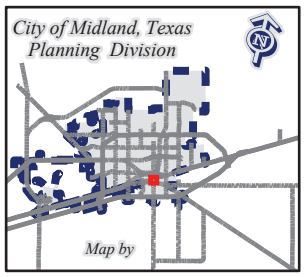
V-26-0076 **Scale: 1" = 157 '**

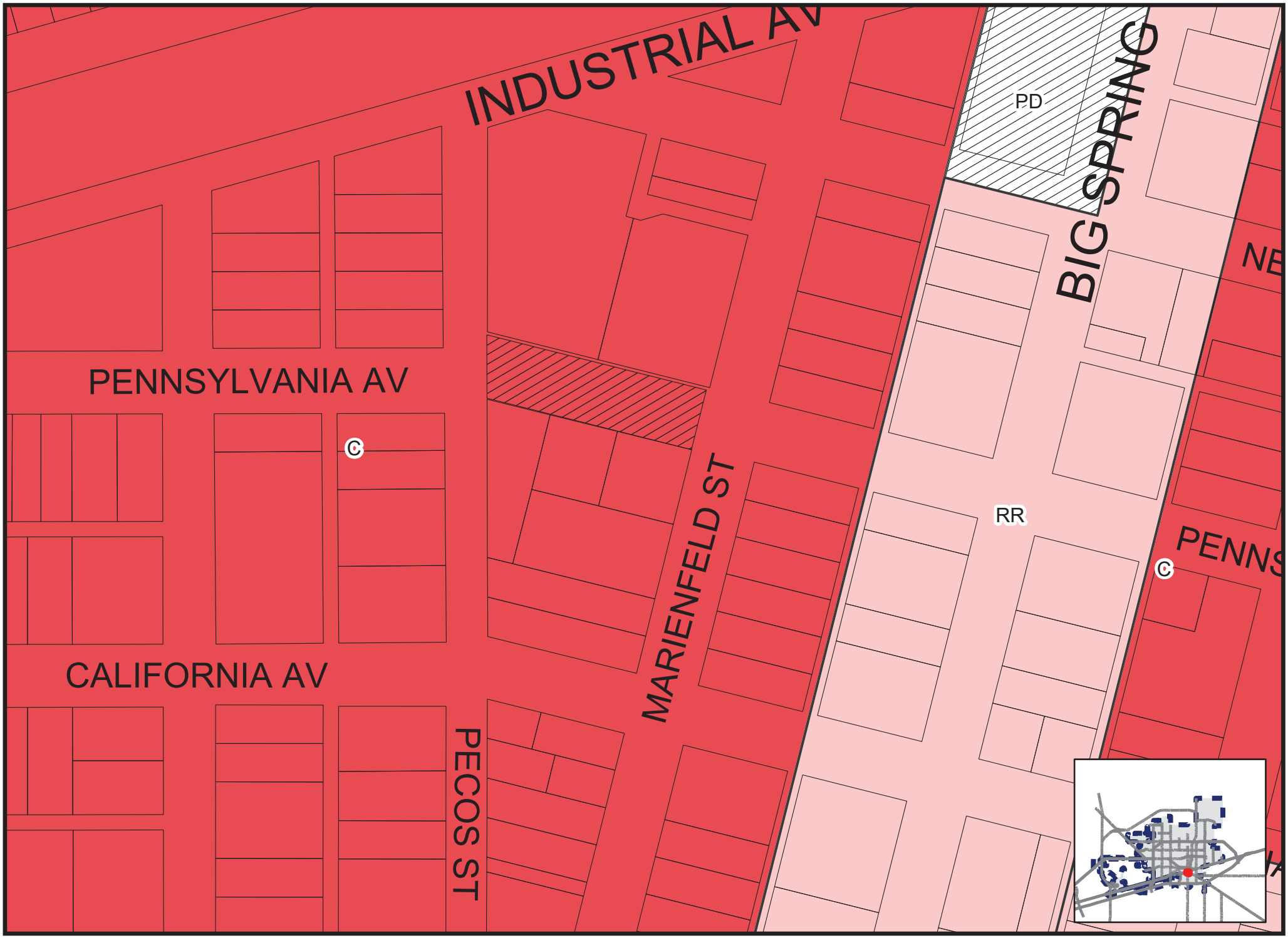
Consider a request by Century Graphics and Sign vacating and abandoning a 0.523-acre portion of West Pennsylvania Avenue right-of-way located adjacent to Blocks 151 and 152, Southern Addition, City and County of Midland, Texas.

Generally located on the west side of the intersection of South Marienfeld Street, and West Pennsylvania Avenue. (District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Created: 3/31/2026

V-26-0076

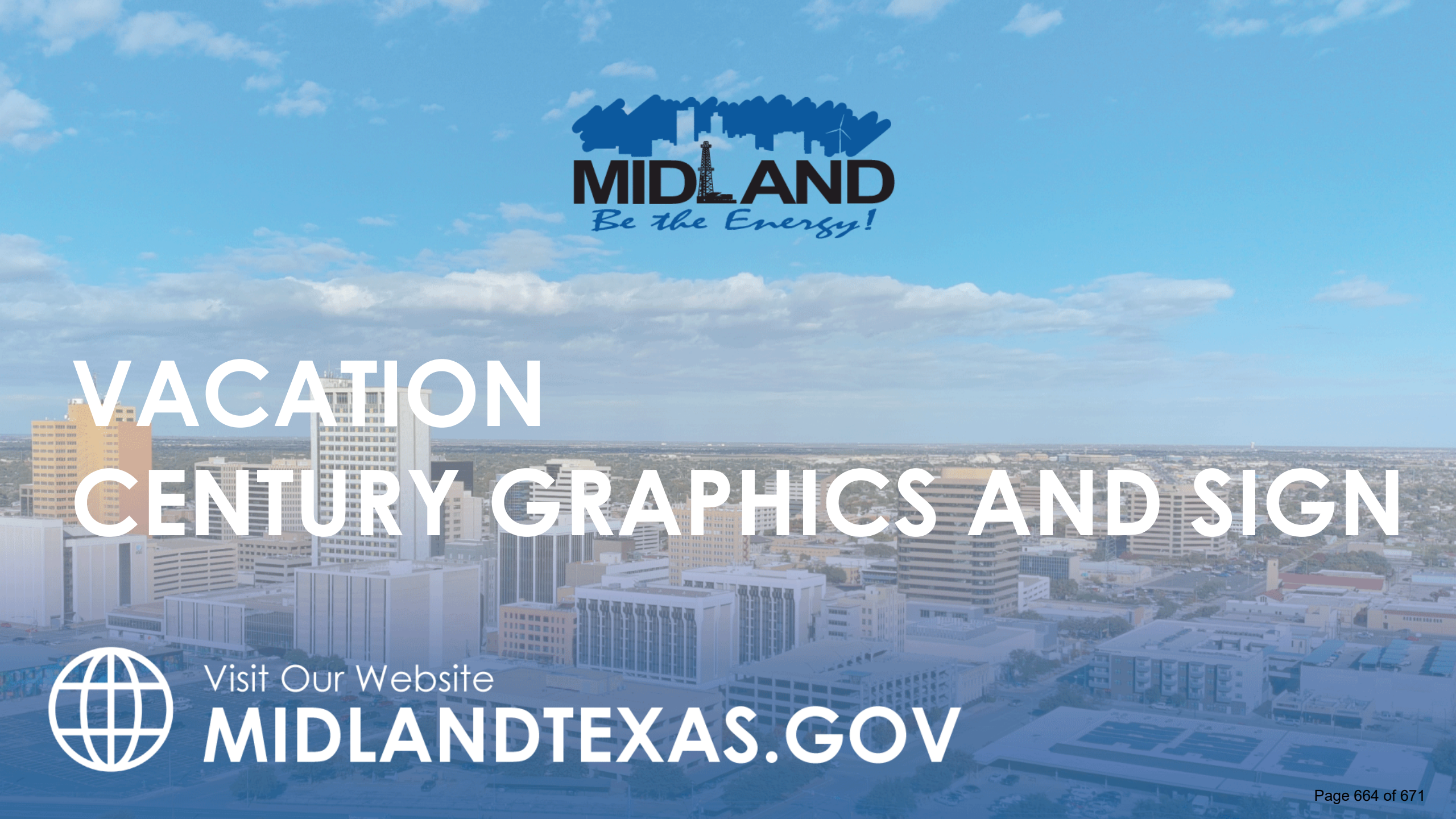
Scale: 1" = 157 '

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISION MADE OR ACTION TAKEN BY USER OR THIRD PARTY

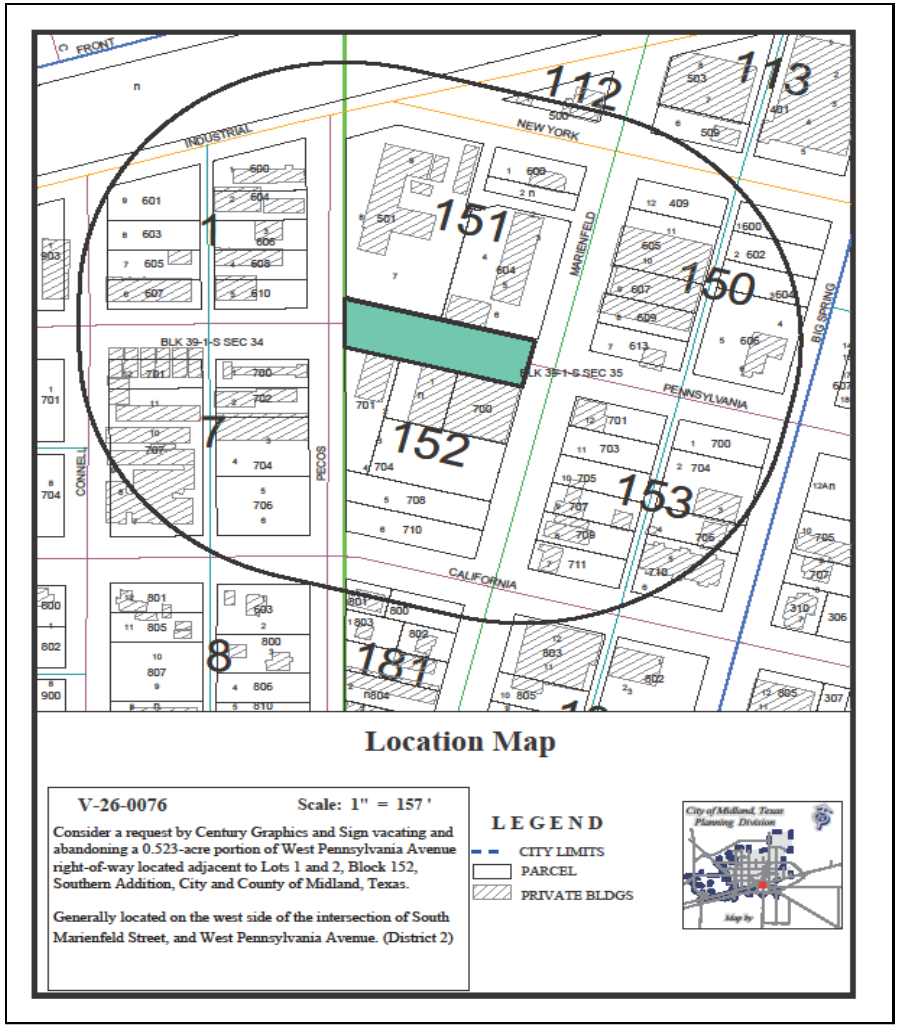

INDUSTRIAL
PECOS
NEW YORK
BIG SPRING
MARIENFELD
PENNSYLVANIA
BLK 39-1-S SEC 35
151
150
152
153
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MIDLAND
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VACATION
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APPLICATION SUMMARY

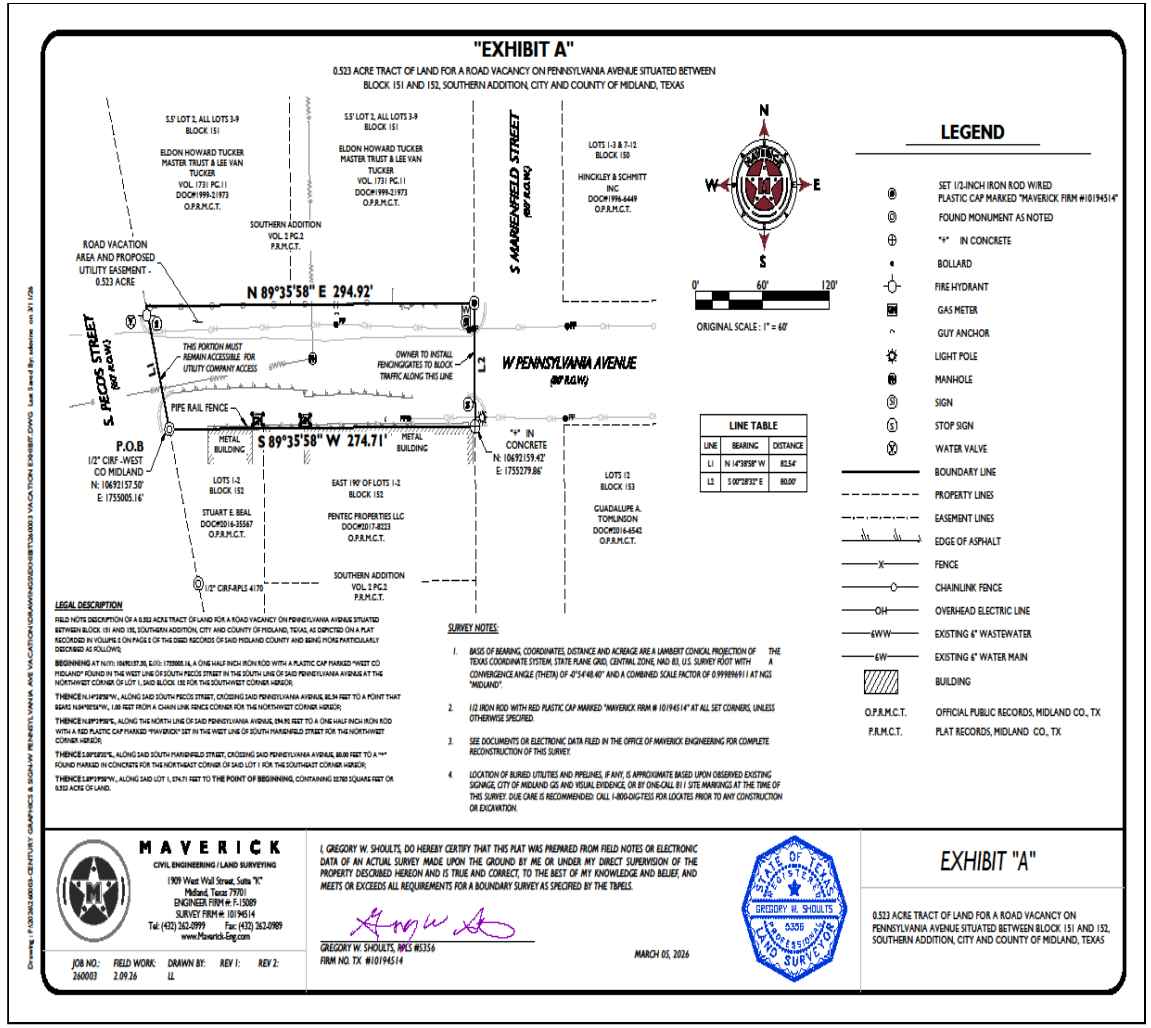
- **Applicant/Representative:** Century Graphics and Sign
- **Location:** Generally located on the west side of the intersection of South Marienfeld Street, and West Pennsylvania Avenue. (District 2)
- **Reason for Request:** To improve safety for their employees.



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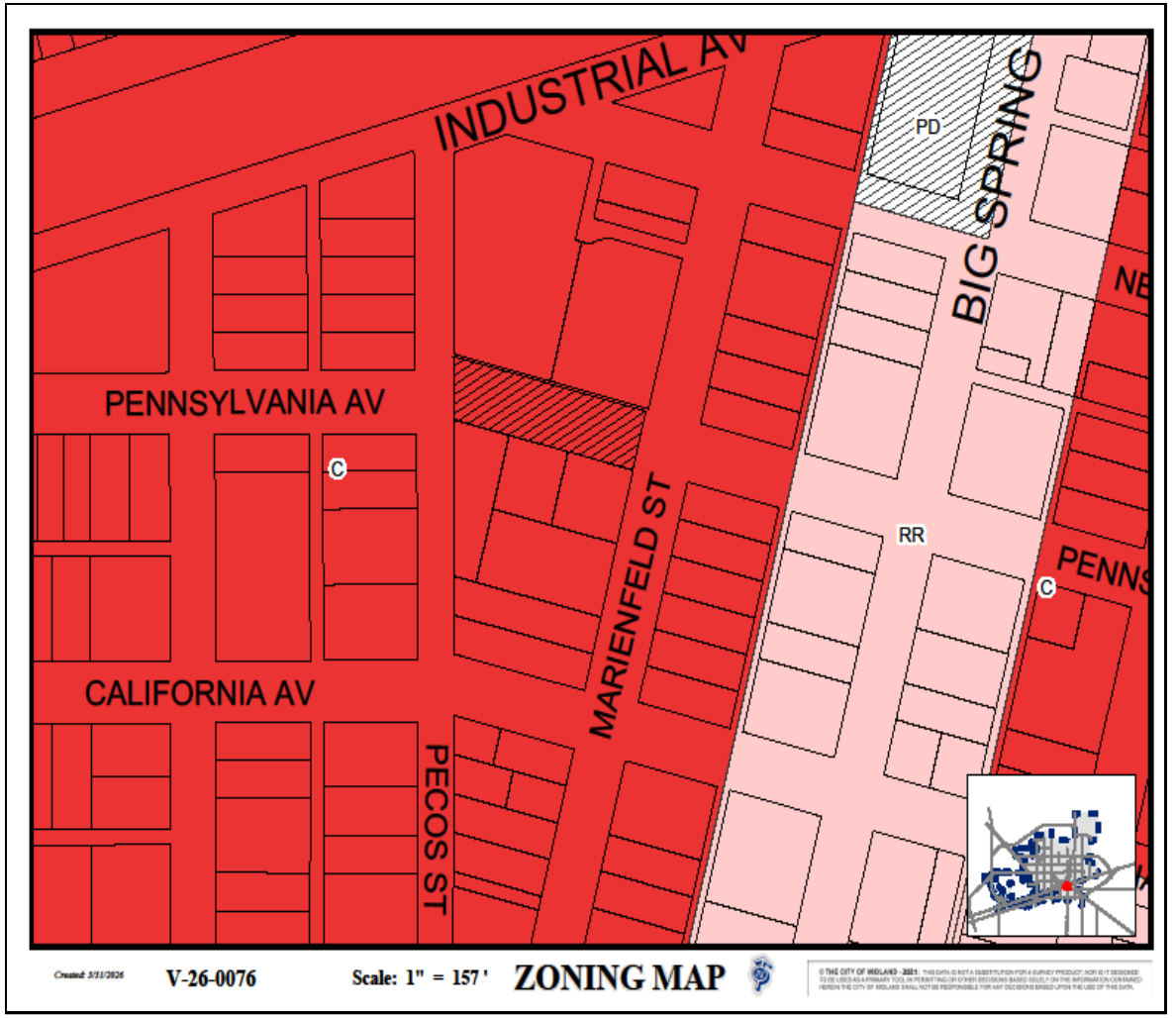
DETAILS OF REQUEST

- A 0.523-acre portion of West Pennsylvania Avenue.
- Will retain utility easement
- Will gate side of Pennsylvania and Marienfeld



ZONING

- **Current Zoning:** C, Commercial
- **Surrounding Zoning:**
  - **North/South/East/West:** C, Commercial



LAND USE

- **Current Use:** Street
- **Surrounding Uses:**
  - **North/South/West:** Commercial use
  - **East:** Restaurant



MIDLAND
Be the Energy!



On Marienfeld Street, Looking West

MIDLAND
Be the Energy!

STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. The City of Midland has received from the abutting property owner(s) the sum of $45,563.76; and

B. A replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.



MISSION

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

