CITY OF MIDLAND, TEXAS
BRIEFING SESSION AGENDA
September 10, 2013 - 9:00 AM
BASEMENT CONFERENCE ROOM
300 North Loraine
Midland, Texas

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

1. Receive a presentation from Community Services regarding renovations at Doug Russell Pool.

2. Review and discuss the creation of a Spaceport Development Corporation.

AGENDA FOR CITY COUNCIL MEETING
September 10, 2013 – 10:00 AM
Council Chamber - City Hall

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

OPENING ITEMS

1. Invocation - Pastor Randy Thomas, St. Paul United Methodist Church

2. Pledge of Allegiance

PRESENTATIONS

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

    a. Presentation of a Proclamation for Direct Support Professionals / Personal Attendants Recognition Week.

    b. Presentation of a Proclamation for Christmas in Action Day.

PUBLIC COMMENT

4. Receive public comments where individuals may address the City Council on City related issues and projects. Any deliberation of or decision by the City Council regarding the item being discussed shall be limited to a motion to place the item on the agenda for a subsequent meeting.

CONSENT AGENDA

5. Consider a motion approving the following minutes:

    a. Regular meeting of August 20, 2013.

    b. Regular meeting of August 26, 2013.

    c. Regular meeting of August 27, 2013.

6. Consider a resolution rejecting the single bid received for bid number 6606-13 for the Animal Services Building Renovation Project; and authorizing the City Manager to re-bid said project. (GENERAL SERVICES) (2013 - 278)

7. Consider a resolution authorizing the purchase of nine (9) Edge 2-4N-TX Camera Processors, eight (8) Vector Detector Assemblies, four (4) Vector 2 Channel Processors, and one (1) Vector Setup Tool iPad, from Iteris, Incorporated, of Santa Ana, California, for the Transportation Division; said purchase was not bid but purchased as a sole source; and the costs for the radios shall be approximately $80,900.00. (GENERAL SERVICES) (2013 - 279)

8. Consider a resolution approving plans and specifications and authorizing advertisement for bids for concession stand expansion and an indoor batting cage facility at the Scharbauer Sports Complex. (GENERAL SERVICES) (2013 - 280)

9. Consider a resolution authorizing the appropriation of Passenger Facility Charge (PFC) Funds in the amount of $311,483.00 to reimburse the airport operating fund for the expenditure of funds on PFC eligible projects at the Midland International Airport; authorizing the reimbursement of airport funds. (AIRPORTS) (2013 - 281)

10. Consider a resolution authorizing the execution of a contract with Crime Stoppers of Midland, Incorporated, for the operation of a Crime Stoppers Program which will allow citizens to assist in the detection and resolution of crimes. (CITY SECRETARY'S OFFICE) (2013 - 282)

11. Consider a resolution authorizing the execution of a contract with Keep Midland Beautiful Incorporated, for litter reduction, education, and beautification programs. (CITY SECRETARY'S OFFICE) (2013 - 283)

12. Consider a resolution authorizing the execution of a contract with Midland Teen Court, Incorporated, for the operation of a Teen Court Program. (CITY SECRETARY'S OFFICE) (2013 - 284)

13. Consider a resolution authorizing the execution of an agreement with the Permian Basin Community Centers for mental health, mental retardation, and substance abuse services. (CITY SECRETARY'S OFFICE) (2013 - 285)

14. Consider a resolution authorizing the execution of a contract with Midland College to promote economic growth and development. (CITY SECRETARY'S OFFICE) (2013 - 286)

15. Consider a resolution authorizing the execution of an agreement with the Arts Council of Midland for the encouragement, promotion, improvement and application of the arts in the City. (CITY SECRETARY'S OFFICE) (2013 - 287)

16. Consider a resolution authorizing the execution of a contract with COM Aquatics, Incorporated, for advertising, promotion and solicitation of aquatic activities in Midland. (CITY SECRETARY'S OFFICE) (2013 - 288)

17. Consider a resolution authorizing the execution of a contract with the Downtown Midland Management District to promote tourism and the convention and hotel industry in downtown Midland; City to award the sum of $50,000.00 from hotel/motel funds. (CITY SECRETARY'S OFFICE) (2013 - 289)

18. Consider a resolution authorizing the execution of a contract with the George W. Bush Childhood Home Incorporated, to promote tourism and the convention and hotel industry in the City of Midland. (CITY SECRETARY'S OFFICE) (2013 - 290)

19. Consider a resolution authorizing the execution of a contract with the Midland Chamber of Commerce for the management of the Midland Center and Centennial Plaza. (CITY SECRETARY'S OFFICE) (2013 - 291)

20. Consider a resolution authorizing the execution of a contract with the Midland Soccer Association for the promotion and solicitation of soccer activities. (CITY SECRETARY'S OFFICE) (2013 - 292)

21. Consider a resolution authorizing the execution of a contract with the Midland Softball Association for the promotion and solicitation of United States Specialty Sports Association (USSSA) activities. (CITY SECRETARY'S OFFICE) (2013 - 293)

22. Consider a resolution authorizing the execution of a contract with the Museum of the Southwest to promote tourism and the convention and hotel industry in the City of Midland. (CITY SECRETARY'S OFFICE) (2013 - 294)

23. Consider a resolution authorizing the execution of a contract with the Permian Basin Petroleum Museum, Library and Hall of Fame, Incorporated, for advertising, promotion and solicitation of oil industry activities in the City of Midland. (CITY SECRETARY'S OFFICE) (2013 - 295)

24. Consider a resolution authorizing the execution of a Professional Services Agreement between the City of Midland, Texas and Midland Sports, Incorporated in the amount of $98,000.00, for professional marketing, promotion, and management services at the Scharbauer Sports Complex. (COMMUNITY SERVICES) (2013 - 296)

25. Consider a resolution authorizing the execution of a Community Development Block Grant Contract with Community and Senior Services of Midland, Incorporated, for the Southeast Senior Center Nutrition Program in the amount of $45,000.00; the program will be provided daily in coordination with other

activities; the purpose of this program is to promote better mental and physical health for seniors through nutritious meals and socialization; the program will begin on October 1, 2013 and end on September 30, 2014. (DEVELOPMENT SERVICES) (2013 - 297)

26. Consider a resolution authorizing the execution of a Community Development Block Grant Contract with Casa de Amigos for a Home Cleaning Program in the amount of $30,000.00; the purpose of this program is to provide home cleaning services to 200 indigent senior citizens and handicapped households; the program will begin on October 1, 2013 and end on September 30, 2014. (DEVELOPMENT SERVICES) (2013 - 298)

27. Resolution authorizing a Right-of-Way License between the City of Midland, Texas and Vitol Midstream Pipeline LLC; said Right-of-Way License is for entering the City of Midland's right-of-way for the purpose of placing, installing, constructing, operating, repairing, maintaining, replacing and removing one (1) pipeline, for the transportation of oil and gas materials and to have the right of ingress and egress at convenient points for such purpose; the pipeline is located within the City of Midland right-of-way, Sections 4, 9, 16, and 21, Block 37, T-3-S, T&P RR Co. survey, Midland County, Texas; the license term is for twenty (20) years, commencing with the date of this license and may renew at the end of the term for one additional twenty (20) year term upon 90 days written request prior to expiration. (ENGINEERING SERVICES) (2013 - 299)

28. Consider a resolution authorizing the execution of a Public Improvement Development Agreement with DJK, Inc. for water main improvements to West Terminal Addition, Section 2; and appropriating funds therefor; said agreement being authorized by Section 395.081 of the Texas Local Government Code. (ENGINEERING SERVICES) (2013 - 300)

29. Consider a resolution authorizing the execution of a Public Improvement Development Agreement with Chicory Court Midland, LP for paving improvements to Latta Street; and appropriating funds therefor; said agreement being authorized by Section 395.081 of the Texas Local Government Code. (ENGINEERING SERVICES) (2013 - 301)

30. Consider a resolution authorizing the execution of an addendum to the Public Improvement Development Agreement with Vineyard Reserve, LLC for development of Vineyard Addition; and appropriating funds in the amount of $78,750 therefor; said agreement being authorized by Section 395.081 of the Texas Local Government Code. (ENGINEERING SERVICES) (2013 - 302)

31.

a. Consider a motion on a request by West Engineering Company of Midland, Inc. for the Southern Addition—Section 8, to approve items requested for

deferral in the amount of $8667.00, and to enter into an agreement to accept funds in lieu of constructing public infrastructure. The subject property is generally located on the east side of South Fort Worth Street, approximately 50 feet south of Washington Avenue.

b. Consider a resolution authorizing the execution of a Public Improvement Development Agreement with Rafael Olano for paving improvements to South Fort Worth Street; and appropriating funds therefor; said agreement being authorized by Section 395.081 of the Texas Local Government Code.

32. Consider a resolution authorizing the execution of Change Order Number One with TEC Excavation, Inc. regarding the water, wastewater and fire hydrant taps project; said change order to provide for additional work; appropriating funds; and authorizing payment in the amount of $120,000.00. (ENGINEERING SERVICES) (2013 - 304)

33. Consider a resolution authorizing the execution of a Sanitary Sewer Discharge License Agreement with Baker Hughes, Incorporated, for the purpose of discharging treated wastewater at 2065 Market Street, Building A, Midland, Texas. (UTILITIES) (2013 - 305)

34. Consider a resolution authorizing the execution of a Sanitary Sewer Discharge License Agreement with Baker Hughes, Incorporated, for the purpose of discharging treated wastewater at 2101 Market Street, Building B, Midland, Texas. (UTILITIES) (2013 - 306)

35. Consider a resolution authorizing the execution of a Sanitary Sewer Discharge License Agreement with Baker Hughes, Incorporated, for the purpose of discharging treated wastewater at 2103 Market Street, Building C, Midland, Texas. (UTILITIES) (2013 - 307)

36. Consider a resolution authorizing the execution of a Sanitary Sewer Discharge License Agreement with Baker Hughes, Incorporated, for the purpose of discharging treated wastewater at 2105 Market Street, Building D, Midland, Texas. (UTILITIES) (2013 - 308)

SECOND READINGS

37. Consider an ordinance on second reading changing the zoning use classification of the property described as a 929 square foot portion of Lots 7-9, Block 58, Original Town, City and County of Midland, Texas (Generally located on the northeast corner of the intersection of West Wall Street and North Pecos Street), which is presently zoned C-1, Central Area District, by permitting said property to be used under a Specific Use Permit with Term for the sale of all alcoholic beverages in a restaurant for on-premises consumption; making said permit

subject to certain conditions and restrictions contained herein; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars ($2,000.00); and ordering publication. (DEVELOPMENT SERVICES) (9177)

38. Consider an ordinance on second reading changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by permitting Lots 2 and 4, Block 8, Westridge Park Addition, Section 23, City and County of Midland, Texas, which is presently zoned PD, Planned District for Housing Development, in part, and LR-2, Local Retail District, in part, to be used as a PD, Planned District for a Housing Development (Generally located near the southwest corner of the intersection of Deauville Boulevard and Tradewinds Boulevard); providing for such use to be subject to certain special conditions and restrictions as set out herein; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars ($2,000.00); and ordering publication. (DEVELOPMENT SERVICES) (9178)

39. Consider an ordinance on second reading providing the maximum time limit for parking on a portion of the south side of Ohio Avenue from the west curb line of Colorado Street west to the north/south alley to two hours; authorizing and directing the Traffic Engineer to erect appropriate signs; declaring any vehicle in violation of the provisions of this ordinance a nuisance and providing for the removal of same; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two hundred dollars ($200.00); and ordering publication. (ENGINEERING SERVICES) (9179)

PUBLIC HEARINGS

40. At approximately 10:30 a.m. hold a public hearing and consider an ordinance changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by permitting a 9.10-acre tract of land which is presently zoned AE, Agriculture Estate District, to be used as an LR-2, Local Retail District; by permitting a 57.51-acre tract of land which is presently zoned AE, Agriculture Estate District, to be used as a PD, Planned District for a housing development; said tracts being out of Section 19, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas (Generally located on the north side of East Loop 250 North, approximately 1/4 of a mile east of North Fairgrounds Road); containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars ($2,000.00); and ordering publication. (DEVELOPMENT SERVICES) (9180)

41. At approximately 10:33 a.m. hold a public hearing and consider an ordinance changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by permitting Lot 5, Block 2, Westridge Park Addition, Section 8, City and County of Midland, Texas, which is presently zoned PD,

Planned District for a Shopping Center, to be used as an LR-1, Local Retail District (Generally located on the southeast corner of Andrews Highway and Tradewinds Boulevard); containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars ($2,000.00); and ordering publication. (DEVELOPMENT SERVICES) (9181)

MISCELLANOUS

42. Consider a resolution authorizing the Mayor to negotiate and execute a contract with the Midland Hispanic Chamber of Commerce to promote the City's growth and development. (CITY SECRETARY'S OFFICE) (2013 - 309)

43. Consider a motion on a proposed preliminary plat of Sunset Ridge Addition, being a 66.61-acre tract of land out of Section 19, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas. (Generally located on the north side of East Loop 250 North, approximately ¼ mile east of North Fairgrounds Road.) (DEVELOPMENT SERVICES)

44. Consider an ordinance on a request for the vacation of portions of rights-of-way being 0.703-acres of Baca Circle, 0.103-acres of Baca Street, 0.181-acres of Cerrillos Avenue, 0.57-acres of Cerrillos Court, 0.123-acres of Conquistador Court, 0.014-acres of Gallop Court, 0.002-acres of Guadalupe Street, 0.614-acres of Magellan Street, 0.409-acres of San Francisco Avenue, 0.079-acres of St. Michael Court and 1.301-acres of adjacent alleys, all contained within Adobe Meadows, Sections 1, 3, 4 and 5, City and County of Midland, Texas.(Generally located on the east side of State Hwy 349, north of east extension of Mockingbird Lane.) (DEVELOPMENT SERVICES) (9182)

45. Consider an ordinance amending Title X, "Traffic Regulations", Chapter Four, "Traffic Control Devices", Section 11, "School Zones and Crossings", of the Midland City Code, so as to designate each school zone and school crossing within the City and regulate the speed and movement of traffic therein; authorizing and directing the traffic engineer to install appropriate signs and markings; repealing Ordinance No. 9042; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two hundred dollars ($200.00); and ordering publication. (ENGINEERING SERVICES) (9183)

46. Consider a motion making appointments to various Boards and Commissions.

EXECUTIVE SESSION

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

Respectfully Submitted,

Courtney B. Sharp
City Manager

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

MIDLAND CITY COUNCIL
MINUTES
August 20, 2013

REGULAR SESSION
The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 8:05 a.m., August 20, 2013.

Council Members present: Mayor W. Wesley Perry, Council Member Jerry Morales (At-Large), Council Member Scott Dufford (At-Large), Council Member John Love (District 2), Council Member John James (District 3), and Council Member Michael Trost (District 4).

Council Members absent: Mayor Pro Tem Jeff Sparks (District 1).

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

EXECUTIVE SESSION

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

    a. Section 551.074 Personnel Matters

        a.1. Deliberate the employment, evaluation, compensation and duties of the City Manager, the City Attorney, the City Secretary, the Municipal Court Presiding Judge and the Municipal Court Associate Judge.

    b. Section 551.087 Deliberate Economic Development Negotiations

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

    Mayor Perry recessed the meeting to Executive Session at 8:06 a.m. The council reconvened in Regular Session at 9:00 a.m.

PUBLIC HEARINGS

2. At approximately 9:00 a.m. hold a public hearing on the proposed 2013 - 2014 City of Midland Annual Operating Budget. (FINANCE)

    Finance Director Bob McNaughton and City Manager Courtney Sharp presented an overview of the budget noting the proposed tax rate is .431927 which is a 2.9161 cent decrease from last year's rate of .461088. Mr. McNaughton reported that that the average resident in an average homestead would pay an increase of $9.24 over last year and provided other scenarios.

    Mr. McNaughton reviewed percentage of employees versus population, the tax rate

compared to other similar cities, revenues and expenditures in the various funds, and answered questions.

Mayor Perry opened the public hearing at 10:06 a.m.

Lupe Villanueva, 4802 Lemonwood, representing the Midland Hispanic Chamber of Commerce, addressed some of the financial challenges the Hispanic Chamber has overcome and some of their plans to address those challenges noting they were recently approved for a bingo permit that will help their finances.

Rachel Stone, 1902 N. Pecos, noted their 2012 audit would be complete in October and that other required financials have been turned in as required. She answered questions about their incubator program noting they have had 20 companies graduate and five companies who left the program for various reasons. She stated their request was for $60,000. She answered other questions about the incubator program, their financials, and tracking of hours.

City Manager Sharp noted that after the budget is adopted, staff will come back with all outside agency contracts with each contract spelling out the terms and conditions that each agency must comply with. He noted there were issues with the Hispanic Chamber's financial reports but over the course of several meetings those issues have been addressed and the Finance Director reviews the monthly statements from the Hispanic Chamber each month.

Tom Jones, Executive Director of Share, reported they have been a part of the Hispanic Chamber's incubator program for about three years. They are a young non-profit that was formed in 2009 and were fortunate to be accepted into the incubator program. He explained how it has benefited their organization and given them the flexibility to grow. They will be graduating from the program in December and moving into new offices.

Harold Fuller, 4809 Rosewood, General Manager of West Texas Drillers Football team reported they are a member of the Hispanic Chamber's incubator program and explained how the program has benefitted his business. He encouraged the Council to continue supporting the incubator program.

Angel Beltran reported he is not in the incubator program but has applied. He spoke how the program can help benefit his new business.

Mary Mabry asked if tax payer money was going to pay for Energy Tower. Mayor Perry noted that at the current time, no deal has been made with Energy Tower and offered to discuss the issue with her.

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

MISCELLANEOUS

3. Consider an ordinance providing funds for the Fiscal Year beginning October 1, 2013 and ending September 30, 2014 (FINANCE)

ORDINANCE NO. 9175
AN ORDINANCE OF THE CITY OF MIDLAND PROVIDING FUNDS FOR THE FISCAL

YEAR BEGINNING OCTOBER 1, 2013, AND ENDING SEPTEMBER 30, 2014, BY APPROVING THE BUDGET FOR SAID PERIOD AND APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES AND UNAPPROPRIATED FUND BALANCE OF THE CITY OF MIDLAND FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS TO THE CITY; AND ORDERING PUBLICATION

Deputy City Secretary Adriana Moreno read the caption of Ordinance No. 9175.

Council Member Love moved approval of the first of two readings of Ordinance No. 9175 in accordance with the Charter of the City of Midland; seconded by Council Member Dufford.

Director of Finance, Bob McNaughton answered questions about the working capital fund balance and how employee vacancies affect the budget.

Discussion ensued about the potential of funding the Bush Tennis Center. A motion was made and withdrawn to fund the Bush Tennis Center.

Council Member Trost addressed the contract at the Senior Centers noting he would like to do an evaluation of the contract and programs offered. He provided staff with a 45 page evaluation tool kit. Discussion ensued about the Senior Centers noting an evaluation should be done prior to the expiration of the current contract.

Yvonne Snitker, 1712 Navajo, reported that Community and Senior Services (CSS) has dissolved their advisory board and their contract doesn't end until next year. She asked Council to direct CSS to reinstate the advisory board and ask them not to make any other changes.

John Tominovich, 2433 Whitmire Boulevard, stated he is a member of the senior center and reported there is a lot of unrest with the current management. He noted a few people have been banned from attending the center without being told in writing why they have been banned.

Carol Barret, 2411 Nix Place, stated she had been a member of senior center since moving to Midland in 2007. In May, she was banned from the center and had been president of the advisory board. They told her to gather her items and escorted her from the building under the threat that she would be arrested if she returned. She agrees with the idea of doing an evaluation because the seniors are being bullied and lied to. She asked that they talk to CSS and explain the senior's concerns.

Kimberly Smith, 2201 Harvard, spoke about the incubator program at the Hispanic Chamber noting it has a good impact for small businesses.

Discussion ensued about the senior centers. Consensus was received to have Council Member Trost work with staff on addressing issues and completing an evaluation.

Council Member James suggested the City become more aggressive with filling vacancies in all of public safety and implored the City Manager to develop a recruitment program that involved a rental stipend to ensure that we are able to recruit and maintain critical employees using the fund balance. Consensus was received to have the City

Manager come back with a plan to include rental stipend and bonus for any key personnel.

Discussion ensued about the Airport paying 100 percent of its costs. Staff was directed to update the report previously done and bring it back to Council for consideration.

Discussion ensued about the Planning and Engineering Departments and coming with up aggressive, out-of-the-box approach to make improvements in those areas. Seeing no disagreement, consensus was received for staff to move forward in that area as well.

The motion carried by the following vote: AYE: Love, Morales, Perry, Dufford, James. NAY: Trost. ABSTAIN: None. ABSENT: Sparks.

4. Consider an ordinance fixing the tax levy for the City of Midland, Texas, for the Fiscal Year beginning on October 1, 2013 and ending on September 30, 2014. (FINANCE)

ORDINANCE NO. 9176

AN ORDINANCE FIXING THE TAX LEVY FOR THE CITY OF MIDLAND, TEXAS, FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2013 AND ENDING ON SEPTEMBER 30, 2014

Deputy City Secretary Adriana Moreno read the caption of Ordinance No. 9176.

Council Member Dufford moved approval of the first of two readings of Ordinance No. 9176 in accordance with the Charter of the City of Midland; seconded by Council Member Love. The motion carried by the following vote: AYE: Love, Morales, Perry, Dufford, James. NAY: Trost. ABSTAIN: None. ABSENT: Sparks.

EXECUTIVE SESSION

Mayor Perry announced the Council would return to Executive Session and adjourn the meeting from there. The meeting recessed to Executive Session at 12:17 p.m.

All of the business at hand having been completed, the meeting adjourned at 1:26 p.m.

PASSED AND APPROVED the 10th day of September, 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

MIDLAND CITY COUNCIL
MINUTES
August 26, 2013

REGULAR SESSION
The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 9:01 a.m., August 26, 2013.

Council Members present: Mayor W. Wesley Perry, Council Member Jerry Morales (At-Large), Council Member Scott Dufford (At-Large), Mayor Pro Tem Jeff Sparks (District 1), Council Member John Love (District 2), Council Member John James (District 3), and Council Member Michael Trost (District 4).

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

OPENING ITEMS

1. Invocation – Deputy City Manager Tommy Hudson

2. Pledge of Allegiance

CONSENT AGENDA

3. Consider a resolution approving the Fiscal Year 2013 – 2014 budget of the Midland Development Corporation. (FINANCE)

RESOLUTION NO. 2013 - 278
RESOLUTION APPROVING THE FISCAL YEAR 2013-2014 BUDGET OF THE MIDLAND DEVELOPMENT CORPORATION, A TYPE A CORPORATION AS AUTHORIZED BY CHAPTER 504 OF THE TEXAS LOCAL GOVERNMENT CODE

Council Member Trost moved to adopt Resolution No. ; seconded by Council Member Dufford. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

4. Consider a resolution approving the Fiscal Year 2013 – 2014 budget of the Midland Football/Soccer and Baseball Complex Development Corporation. (FINANCE)

RESOLUTION NO. 2013 - 279
RESOLUTION APPROVING THE FISCAL YEAR 2013-2014 ANNUAL BUDGET FOR THE MIDLAND FOOTBALL/SOCCER AND BASEBALL COMPLEX DEVELOPMENT CORPORATION, A TYPE B CORPORATION AS AUTHORIZED BY CHAPTER 505 OF THE TEXAS LOCAL GOVERNMENT CODE

Council Member James moved to adopt Resolution No. ; seconded by Council Member Love. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

SECOND READINGS

5. Consider an Ordinance providing funds for the Fiscal Year beginning October 1, 2013 and ending September 30, 2014. (FINANCE) (First reading held August 20, 2013.)

ORDINANCE NO. 9175

AN ORDINANCE OF THE CITY OF MIDLAND PROVIDING FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013, AND ENDING SEPTEMBER 30, 2014, BY APPROVING THE BUDGET FOR SAID PERIOD AND APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES AND UNAPPROPRIATED FUND BALANCE OF THE CITY OF MIDLAND FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS TO THE CITY; AND ORDERING PUBLICATION

City Secretary Amy Turner read the caption of Ordinance No. 9175.

Council Member Sparks moved to approve the second and final reading of Ordinance No. 9175 in accordance with the Charter of the City of Midland; seconded by Council Member Dufford. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

6. Consider an ordinance fixing the tax levy for the City of Midland, Texas, for the Fiscal Year beginning on October 1, 2013 and ending on September 30, 2014. (FINANCE) (First reading held August 20, 2013.)

ORDINANCE NO. 9176

AN ORDINANCE FIXING THE TAX LEVY FOR THE CITY OF MIDLAND, TEXAS, FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2013 AND ENDING ON SEPTEMBER 30, 2014

City Secretary Amy Turner read the caption of Ordinance No. 9176.

Council Member Dufford moved to approve the second and final reading of Ordinance No. 9176 in accordance with the Charter of the City of Midland; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Love, Morales, Perry, Dufford, James, Sparks. NAY: Trost. ABSTAIN: None. ABSENT: None.

All of the business at hand having been completed, the meeting adjourned at 9:06 a.m.

PASSED AND APPROVED the 10th day of September, 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

MIDLAND CITY COUNCIL
MINUTES
August 27, 2013

REGULAR SESSION
The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:01 a.m., August 27, 2013.

Council Members present: Mayor W. Wesley Perry, Council Member Jerry Morales (At-Large), Council Member Scott Dufford (At-Large), Mayor Pro Tem Jeff Sparks (District 1), Council Member John Love (District 2), Council Member John James (District 3), and Council Member Michael Trost (District 4).

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

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

OPENING ITEMS

1. Invocation - Pastor Douglas Lamb of Fannin Baptist Church

2. Pledge of Allegiance

PRESENTATIONS

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

   a. Mayor Perry presented a Proclamation to Freddie Ezell in recognition of his many years of service and commitment to softball in Midland.

PUBLIC COMMENT

4. Receive public comments where individuals may address the City Council on City related issues and projects. Any deliberation of or decision by the City Council regarding the item being discussed shall be limited to a motion to place the item on the agenda for a subsequent meeting.

   Cherry Hill, 4525 Corsair Court, has lived in Midland for 44 years and deeply loves Midland. She addressed issues of trash on roadsides and shared ways other communities address the same issue.

CONSENT AGENDA

Council Member Love moved to approve Consent Agenda items 5 - 25 excluding 11, 12, 13, 14, 15, 18; seconded by Council Member Sparks. The motion carried by the following vote:

AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

5. Approved a motion approving the following minutes:

   a. Regular meeting of August 13, 2013.

6. Approved a resolution approving plans and specifications and authorizing advertisement for a request for proposals for a Solid Waste Route Optimization service for the Solid Waste Department. (GENERAL SERVICES)

   RESOLUTION NO. 2013 - 253

   RESOLUTION AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS FOR REFUSE TRUCK ROUTE OPTIMIZATION SERVICES FOR THE SOLID WASTE DEPARTMENT

7. Approved a resolution approving a naming rights agreement for the Scharbauer Sports Complex baseball stadium for the Community Services Department. (GENERAL SERVICES)

   RESOLUTION NO. 2013 - 254

   RESOLUTION AUTHORIZING THE EXECUTION OF NAMING RIGHTS LICENSE AGREEMENT FOR THE BASEBALL STADIUM AT THE SCHARBAUER SPORTS COMPLEX; AND NAMING THE BASEBALL STADIUM SECURITY BANK BALL PARK

8. Approved a resolution approving the issuance of a request for qualifications for a Pavement Condition Index Survey for the Engineering Department. (GENERAL SERVICES)

   RESOLUTION NO. 2013 - 255

   RESOLUTION AUTHORIZING ISSUANCE OF A REQUEST FOR QUALIFICATIONS FOR A PAVEMENT CONDITION INDEX SURVEY FOR THE ENGINEERING DEPARTMENT

9. Approved a resolution allocating funds to the 2013 Facilities Renovations Project (9059). (GENERAL SERVICES)

   RESOLUTION NO. 2013 - 256

   RESOLUTION ALLOCATING $84,367.00 FOR THE CITY FACILITIES RENOVATION PROJECT (PROJECT 9059); AND THESE FUNDS ARE USED TO REPAIR AND REPLACE VARIOUS CITY FACILITIES

10. Approved a resolution approving the sole source purchase of two Holmatro rescue tools and repair parts for a third City owned Holmatro rescue tool from Metro Fire Apparatus Specialists, Inc. for the Fire Department. (GENERAL SERVICES)

    RESOLUTION NO. 2013 - 257

    RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) HOLMATRO RESCUE TOOLS, AND PARTS TO REPAIR THE CITY'S CURRENT HOLMATRO RESCUE TOOL, FROM METRO FIRE APPARATUS SPECIALISTS, INCORPORATED; SAID PURCHASE WAS NOT BID BUT PURCHASED AS A SOLE SOURCE; AND THE

COSTS FOR THE TWO (2) RESCUE TOOLS PLUS PARTS SHALL BE APPROXIMATELY $68,110.55

16. Approved a resolution acknowledging receipt of submission for preclearance from the U.S. Department of Justice regarding annexations effective July 9, 2013. (CITY SECRETARY'S OFFICE)

RESOLUTION NO. 2013 - 263

RESOLUTION ACKNOWLEDGING RECEIPT OF SUBMISSION FOR PRECLEARANCE FROM THE UNITED STATES DEPARTMENT OF JUSTICE REGARDING ANNEXATIONS BY ORDINANCE NOS. 9141, 9158, 9159 AND 9160 EFFECTIVE JULY 9, 2013

17. Approved a resolution authorizing the City of Midland to negotiate a Professional Service Agreement with Kimley-Horn and Associates, Inc. to provide engineering, planning, administrative services and implementation for the City Wide Traffic Analysis Project. (ENGINEERING SERVICES)

RESOLUTION NO. 2013 - 264

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE ENGINEERING, PLANNING, ADMINISTRATION SERVICES, AND IMPLEMENTATION FOR THE CITYWIDE TRAFFIC ANALYSIS PROJECT; AND AUTHORIZING PAYMENT THEREFOR IN THE AMOUNT OF $1,255,000.00

19. Approved a resolution authorizing the execution of a Public Improvement Development Agreement in the amount of $5,520 with Devon Energy for drainage improvements to serve Devon Addition. (ENGINEERING SERVICES)

RESOLUTION NO. 2013 - 266

RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC IMPROVEMENT DEVELOPMENT AGREEMENT WITH DEVON ENERGY PRODUCTION CO., L.P. FOR DRAINAGE IMPROVEMENTS TO DEVON ADDITION; AND APPROPRIATING FUNDS THEREFOR; SAID AGREEMENT BEING AUTHORIZED BY SECTION 395.081 OF THE TEXAS LOCAL GOVERNMENT CODE

20. Approved a resolution authorizing the execution of a Public Improvement Development Agreement in the amount of $29,751 with K.J. Hotel Properties for paving improvements to serve Belmont Addition, Section 17. (ENGINEERING SERVICES)

RESOLUTION NO. 2013 - 267

RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC IMPROVEMENT DEVELOPMENT AGREEMENT WITH KJ TEXAS PROPERTIES, LLC FOR PAVING IMPROVEMENTS TO SOUTH BAIRD STREET; AND APPROPRIATING FUNDS THEREFOR; SAID AGREEMENT BEING AUTHORIZED BY SECTION 395.081 OF THE TEXAS LOCAL GOVERNMENT CODE

21. Approved a resolution approving a Temporary Water Service Agreement with Sun Development, Inc. for development of a hotel. This property is positioned in the City of Midland ETJ, generally located at I-20 and Farm to Market Road 1788 (Warfield Truck Stop). (ENGINEERING SERVICES)

RESOLUTION NO. 2013 - 268

RESOLUTION AUTHORIZING THE EXECUTION OF A TEMPORARY WATER AND SEWER SERVICE AGREEMENT BETWEEN THE CITY OF MIDLAND AND SUN DEVELOPMENT, INC. FOR SERVICES TO LOT 1, LESS 0.77 ACRES, BLOCK 1, WARFIELD INDUSTRIAL PARK, MIDLAND COUNTY, TEXAS (COMMONLY KNOWN AS 10400 WEST INTERSTATE 20); SAID PROPERTY IS OUTSIDE THE CITY LIMITS; SUN DEVELOPMENT, INC. HAS EXECUTED A LETTER AGREEING TO ANNEXATION IF AND WHEN THE PROPERTY IS ANNEXED; SUN DEVELOPMENT, INC. SHALL BE CHARGED A RATE FOR SERVICE WHICH IS ONE AND ONE-HALF TIMES THE RATE CHARGED CUSTOMERS IN THE CITY LIMITS; AND ORDERING RECORDATION BY THE CITY SECRETARY

22. Approved a resolution approving a Temporary Water Service Agreement with Sun Development, Inc. for development of an RV Park. This property is positioned in the City of Midland ETJ, generally located at I-20 and MF 1788 (Warfield Truck Stop). (ENGINEERING SERVICES)

RESOLUTION NO. 2013 - 269

RESOLUTION AUTHORIZING THE EXECUTION OF A TEMPORARY WATER AND SEWER SERVICE AGREEMENT BETWEEN THE CITY OF MIDLAND AND SUN DEVELOPMENT, INC. FOR SERVICES TO AN APPROXIMATE 4.66-ACRE TRACT OF LAND OUT OF THE EAST HALF OF SECTION 18, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; SAID PROPERTY IS OUTSIDE THE CITY LIMITS; SUN DEVELOPMENT, INC. HAS EXECUTED A LETTER AGREEING TO ANNEXATION IF AND WHEN THE PROPERTY IS ANNEXED; SUN DEVELOPMENT, INC. SHALL BE CHARGED A RATE FOR SERVICE WHICH IS ONE AND ONE-HALF TIMES THE RATE CHARGED CUSTOMERS IN THE CITY LIMITS; AND ORDERING RECORDATION BY THE CITY SECRETARY

23. Approved a resolution accepting a Public Water Easement by Pioneer Natural Resources USA, Inc. on property located near Big Spring Street and Veterans Air Park Lane. (ENGINEERING SERVICES)

RESOLUTION NO. 2013 - 270

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A 248.9 SQUARE FOOT PUBLIC WATER EASEMENT LOCATED IN LOT 1, BLOCK 1, WALLCO ADDITION, SECTION 11, MIDLAND, MIDLAND COUNTY, TEXAS; AND ORDERING RECORDATION BY THE CITY SECRETARY

24. Approved a resolution accepting a Public Drainage Easement by Pioneer Natural Resources USA, Inc. on property located near Big Spring Street and Veterans Air Park Lane. (ENGINEERING SERVICES)

RESOLUTION NO. 2013 - 271

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A 0.003-ACRE PUBLIC DRAINAGE EASEMENT LOCATED IN LOT 1, BLOCK 1, WALLCO ADDITION, SECTION 11, MIDLAND, MIDLAND COUNTY, TEXAS; AND ORDERING RECORDATION BY THE CITY SECRETARY

25. Approved a resolution accepting a Public Drainage Easement by North Financial

Business Partners, Ltd. on property at Big Spring Street and Veterans Air Park Lane. (ENGINEERING SERVICES)

RESOLUTION NO. 2013 - 272

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A 0.005-ACRE PUBLIC DRAINAGE EASEMENT LOCATED IN SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, MIDLAND, MIDLAND COUNTY, TEXAS; AND ORDERING RECORDATION BY THE CITY SECRETARY

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

11. Consider a resolution authorizing 2013 FAA Grant #54 appropriations to certain capital improvement projects at Midland International Airport. (AIRPORTS)

RESOLUTION NO. 2013 - 258

RESOLUTION AUTHORIZING THE APPROPRIATION OF FEDERAL AVIATION GRANT #54 TO CERTAIN CAPITAL IMPROVEMENT PROJECTS AT MIDLAND INTERNATIONAL AIRPORT; AUTHORIZING THE REIMBURSEMENT OF AIRPORT FUNDS

Council Member Love stated he did not have sufficient information to vote on this item, and due to a lack of information, he would abstain from voting. His questions pertained to maps, bids and bid information.

Director of Airports Marv Esterly answered questions about the Midland Wildlife Management Plan noting it was still in draft form. The City fronted the FAA the money to complete the study and the FAA was now reimbursing the City. He answered questions about runway locations and the location covered by the Wildlife Management Plan.

Council Member Sparks moved to adopt Resolution No. 2013 - 258; seconded by Council Member Morales. The motion carried by the following vote: AYE: Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: Love. ABSENT: None.

12. Consider a resolution rejecting bids received for the project described as Taxiway P Aircraft Run-up (7084). (AIRPORTS)

RESOLUTION NO. 2013 - 259

RESOLUTION REJECTING THE SINGLE BID RECEIVED FOR THE PROJECT DESCRIBED AS TAXIWAY P AIRCRAFT RUN-UP (7084) AT THE MIDLAND INTERNATIONAL AIRPORT

Council Member Sparks asked for a quick explanation of the City's plans after rejecting the bid. Airport Director Esterly reported that all construction in the area is running high but the one bid they received was double what they had anticipated. It was discovered that the type of concrete was the reason. They will petition the FAA and ask for a waiver to use a different type of concrete that still has enough strength to house aircraft in that area. He answered questions about how estimates are made.

Council Member Sparks moved to adopt Resolution No. 2013 - 259; seconded by Council Member Dufford. The motion carried by the following vote: AYE: Morales,

Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: Love. ABSENT: None.

13. Consider a resolution authorizing the execution of Amendment #5 to Parkhill, Smith & Cooper's Professional Services Agreement to include Airfield Lighting Cabling Replacement and Airfield Signage (7112), Rehabilitation Entrance Road Pavement and Guidance Signage Project (7113) and appropriate necessary funds. (AIRPORTS)

RESOLUTION NO. 2013 - 260

RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT NUMBER FIVE TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INCORPORATED, FOR IMPROVEMENTS CONTAINED IN THE AIRPORT CAPITAL IMPROVEMENT PROGRAM; SAID AMENDMENT TO INCLUDE THE FOLLOWING PROJECTS: AIRFIELD LIGHTING CABLING REPLACEMENT AND AIRFIELD SIGNAGE (7112), REHABILITATION ENTRANCE ROAD PAVEMENT AND GUIDANCE SIGNAGE PROJECT (7113); AND APPROPRIATING NECESSARY FUNDS

Airports Director Esterly reported that all airfield lighting and some signs were being replaced, as well as the lighting cable and some street directional signs.

Council Member Dufford moved to adopt Resolution No. 2013 - 260; seconded by Council Member James. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

14. Consider a resolution awarding the project described as Emergency Roadway and Gates Rehabilitation (7082), at Midland International Airport, to Little Manufacturing, Inc. of Abilene, Texas, and appropriate the necessary funds. (AIRPORTS)

RESOLUTION NO. 2013 - 261

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH LITTLE MANUFACTURING, INC. OF ABILENE, TEXAS, FOR THE PROJECT DESCRIBED AS EMERGENCY ROADWAY AND GATES REHABILITATION (7082) AT THE MIDLAND INTERNATIONAL AIRPORT; THE COUNCIL PREVIOUSLY AUTHORIZED ADVERTISEMENT FOR BIDS FOR THE PROJECT; THE TOTAL ESTIMATED COST OF SAID PROJECT IS $764,835.50; AND APPROPRIATING FUNDS

Council Member Sparks moved to adopt Resolution No. 2013 - 261; seconded by Council Member Dufford. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

15. Consider a resolution awarding the project described as NW Taxilane Extension Project Phase II (7083), at Midland International Airport, to Jones Bros. of Odessa, Texas, and appropriate the necessary funds. (AIRPORTS)

RESOLUTION NO. 2013 - 262

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH JONES BROS. OF ODESSA, TEXAS, FOR THE PROJECT DESCRIBED AS NW TAXILANE EXTENSION PROJECT PHASE II (7083) AT THE MIDLAND INTERNATIONAL AIRPORT; THE COUNCIL PREVIOUSLY AUTHORIZED ADVERTISEMENT FOR BIDS FOR THE PROJECT; THE CITY'S SHARE IS $941,297.92; AND APPROPRIATING

FUNDS

Airport Director Esterly answered questions about appropriations made to this project.

Council Member Morales moved to adopt Resolution No. 2013 - 262; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

18. Consider a resolution authorizing the City of Midland to enter into a Right-of-Way Contract with Pioneer Natural Resources. (ENGINEERING SERVICES)

RESOLUTION NO. 2013 - 265

RESOLUTION AUTHORIZING A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND, TEXAS AND PIONEER NATURAL RESOURCES, USA INCORPORATED, A DELAWARE CORPORATION; SAID RIGHT-OF-WAY LICENSE IS FOR ENTERING THE CITY OF MIDLAND'S RIGHT-OF-WAY FOR THE PURPOSE OF PLACING, INSTALLING, CONSTRUCTING, OPERATING, REPAIRING, MAINTAINING, REPLACING AND REMOVING UP TO TWO (2) PETROLEUM AND PETROLEUM BY PRODUCTS PIPELINE, FOR SALT WATER DISPOSAL AND TO HAVE THE RIGHT OF INGRESS AND EGRESS AT CONVENIENT POINTS FOR SUCH PURPOSE; THE PIPELINE IS LOCATED WITHIN THE CITY OF MIDLAND RIGHT-OF-WAY, SECTION 8, BLOCK 38, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; THE LICENSE TERM IS FOR FIVE (5) YEARS, COMMENCING WITH THE DATE OF THIS LICENSE AND SHALL AUTOMATICALLY RENEW AT THE END OF THE TERM FOR ONE ADDITIONAL FIVE (5) YEAR TERM UPON 120 DAYS WRITTEN REQUEST PRIOR TO EXPIRATION

Council Member Love moved to adopt Resolution No. 2013 - 265 with the amendment to change Section 3 not to exceed 8" in diameter; seconded by Council Member James. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

SECOND READINGS

26. Consider an ordinance on second reading on a request by David and Nancy Tyler for a Specific Use Permit Without Term for a Vineyard. (Generally located on the west side of Irvin Drive, approximately 240 feet south of East Loop 250 North.) (DEVELOPMENT SERVICES) (First reading held August 13, 2013.)

ORDINANCE NO. 9173

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF A 1.50-ACRE PORTION OF LOT 53, BLOCK 2, SKYVIEW DEVELOPMENT, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF IRVIN DRIVE, APPROXIMATELY 240 FEET SOUTH OF EAST LOOP 250 NORTH), WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITHOUT TERM FOR A VINEYARD; MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND

ORDERING PUBLICATION

Deputy City Secretary Adriana Moreno read the caption of Ordinance No. 9173.

Council Member Morales moved to approve the second and final reading of Ordinance No. 9173 in accordance with the Charter of the City of Midland; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

27. Consider an ordinance on second reading on a request by Darrell Mann/GRACO for a zone change from PD, Planned District for a Shopping Center to Amended Planned District on Lot 20, Block 5, North Park, Section 16, City and County of Midland, Texas (Generally located on the north side of West Loop 250 N. approximately 1,200 feet west of Whitman Drive.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9174

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 20, BLOCK 5, NORTH PARK, SECTION 16, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, TO BE USED AS AN AMENDED PLANNED DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF LOOP 250, EAST OF BILLINGSLEY BOULEVARD); PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Deputy City Secretary Adriana Moreno read the caption of Ordinance No. 9174.

Senior Planner Jim Compton noted that at the last meeting, Council Member Love pointed out that the site plan had handicapped parking that was not near the building entrance. He recommended adding language to the ordinance to correct that issue.

Council Member Sparks moved to approve the second and final reading of Ordinance No. 9174 in accordance with the Charter of the City of Midland with the amendment to add flexibility for handicapped parking; seconded by Council Member Trost. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

PUBLIC HEARINGS

28. At approximately 10:30 A.M. hold a public hearing and consider a resolution on a request by Steve Pepper / St. Ann's for a Temporary Land Use Permit for a Church Carnival and Fair and on Lot 13, Block 71, West End Addition, Section 15, City and County of Midland, Texas. (Generally located between W. Illinois Avenue and W. Texas Avenue, east of N. "O" Street.) (DEVELOPMENT SERVICES)

RESOLUTION NO. 2013 - 273

RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A CHURCH CARNIVAL AND FAIR ON LOT 13, BLOCK 71, WEST END ADDITION, SECTION 15,

CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN WEST ILLINOIS AVENUE AND WEST TEXAS AVENUE, EAST OF NORTH "O" STREET); AND MAKING SAID PERMIT SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS CONTAINED HEREIN

Planner Madhuri Kulkarni gave a brief overview of the item noting that St. Ann's is requesting a Temporary Land Use Permit for their annual church carnival and fair to be held September 26-29. The event will have on-premises consumption of alcohol on Saturday. No major incidents were reported last year.

Mayor Perry opened the public hearing at 10:45 a.m.

Steve Pepper, 1906 W. Texas, representing St. Ann's noted he was available to answer questions. This will be the 65th fair and they will be raffling a 1965 convertible Mustang.

There being no one else wishing to speak, the public hearing was closed at 10:46 a.m.

Council Member Morales moved to adopt Resolution No. 2013 - 273; seconded by Council Member Dufford. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

29. At approximately 10:33 A.M. hold a public hearing and consider a resolution on a request by Midland Downtown Farmers Market for a Temporary Land Use Permit for outdoor sales on Lots 1, 2, 10, 11 and 12, Block 58, Original Town, City and County of Midland, Texas. (Generally located on the south side of W. Texas Avenue, between N. Pecos Street and N. Marienfeld Street.) (DEVELOPMENT SERVICES)

RESOLUTION NO. 2013 - 274

RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR OUTDOOR SALES ON LOTS 1, 2, 10, 11 AND 12, BLOCK 58, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST TEXAS AVENUE, BETWEEN NORTH PECOS STREET AND NORTH MARIENFELD STREET); MAKING SAID PERMIT SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS CONTAINED HEREIN

City Planner Madhuri Kulkarni gave a brief overview of the item noting the Midland downtown Farmers Market is located under covered parking on Texas Avenue and runs Saturday from 8:00 a.m. to 1:00 p.m. The applicant has requested the event be extended to 3:00 p.m. on certain Saturdays.

Mayor Perry opened the public hearing at 10:48 a.m.

Matt Hanson, 4605 E. Highway 80, noted he was available for questions. He confirmed that the owners of the property are okay with the time extension.

There being no one else wishing to speak, the public hearing was closed at 10:49 a.m.

Council Member Sparks moved to adopt Resolution No. 2013 - 274; seconded by Council Member Dufford. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None.

ABSENT: None.

30. At approximately 10:36 A.M. hold a public hearing and consider an ordinance on a request by Timothy Rogers & Sandra Javelly for a Specific Use Permit with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on a 929 square feet portion of Lots 7 through 9, Block 58, Original Town, City and County of Midland, Texas. (Generally located on the northeast corner of the intersection of W. Wall Street and N. Pecos Street.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9177

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS A 929 SQUARE FOOT PORTION OF LOTS 7-9, BLOCK 58, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND NORTH PECOS STREET), WHICH IS PRESENTLY ZONED C-1, CENTRAL AREA DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

City Planner Madhuri Kulkarni gave a brief overview of the item noting it was a request for a Specific Use Permit with term for the sale of alcoholic beverages in a café at WNB Tower with service hours of 10:00 a.m. to 9:00 p.m.

Mayor Perry opened the public hearing at 10:51 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Deputy City Secretary Adriana Moreno read the caption of Ordinance No. 9177.

Council Member Trost moved approval of the first of two readings of Ordinance No. 9177 in accordance with the Charter of the City of Midland; seconded by Council Member James. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

31. At approximately 10:39 A.M. hold a public hearing and consider an ordinance on a request by Jay Stewart for a zone change from PD, Planned District for a Housing Development on Lot 2, and from LR-2, Local Retail District, on Lot 4, to PD, Planned District for a Housing Development, all out of Block 8, Westridge Park Addition, Section 23; City and County of Midland, Texas. (Generally located near the southwest corner of the intersection of Deauville Boulevard and Tradewinds Boulevard.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9178

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOTS 2 AND 4, BLOCK 8, WESTRIDGE PARK ADDITION, SECTION 23, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED PD,

PLANNED DISTRICT FOR HOUSING DEVELOPMENT, IN PART, AND LR-2, LOCAL RETAIL DISTRICT, IN PART, TO BE USED AS A PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED NEAR THE SOUTHWEST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND TRADEWINDS BOULEVARD); PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Senior Planner Jim Compton gave an overview of the item noting it was for a zone change for a proposed 290-unit, 2 and 3 story apartment complex with a density of 17 units per acre. The item was unanimously approved by Planning & Zoning. One letter of opposition was received.

Mayor Perry opened the public hearing at 10:57 a.m.

David Smith, Dripping Springs, TX, representing the owner and developer reported the screening fence would be a six foot high cedar fence with brick pilasters along the side of the property and a wrought iron version on the frontage of Deauville. On the north side of the property that adjoins commercial buildings the apartments will be 3-story on the south side of the property, the apartments would be 2-story. He reviewed the amenities that would be included.

Doug Henson, 1811 Heritage, reported he worked with the principal, Jay Stuart, for two years and that they went through the platting process on a majority of the tract and Council previously approved it. Because they are adding a portion of land to the tract, they are before the Council again. He felt it was a good fit for the area and they have taken into consideration the line of sight for the portion that adjoins residential.

There being no one else wishing to speak, the public hearing was closed at 11:02 a.m.

Deputy City Secretary Adriana Moreno read the caption of Ordinance No. 9178.

Council Member Sparks moved approval of the first of two readings of Ordinance No. 9178 in accordance with the Charter of the City of Midland; seconded by Council Member Love.

Council Member Love asked if the building being located 135 feet from the property line is sufficient for line of sight issues. Senior Planner Jim Compton assured him it was and clarified that the property will need to be replatted to combine the two lots into one.

The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

32. At approximately 10:42 a.m. hold a public hearing regarding a proposed oil and gas permit to Endeavor Energy Resources, L.P. (Operator), for a Permit to Drill an Oil & Gas Well within the City Limits, (Chaps #4) located 330 feet from the north line and 1,831 feet from the west line located in Section 9, Block X, H.P. Hilliard Survey, City and County of Midland, Texas. (Generally located on the north side of the Passage Way, approximately 1,800 feet east of north of N. Midkiff Road.) This is a public hearing only.

No further action will be taken. (DEVELOPMENT SERVICES)

Mayor Perry noted the next item was located near his residence and would be abstaining. He left the dais.

Oil & Gas Compliance Officer Ron Jenkins gave an overview of the item noting this well was located to the north of two prior wells that had previously been approved by Council. One letter of objection had been received citing fresh water supply as their concern. The item has been reviewed by the Oil & Gas Advisory Committee.

Mayor Pro Tem Sparks opened the public hearing at 11:06 a.m.

Kara Spear, 2908 Passage Way, was opposed to drilling any wells inside the City limits noting it would make it a less desirable place to live both aesthetically and for safety reasons. She expressed concern for her water well. She asked if this item is approved that they access the well from behind the other wells located on the property, that a wall be built around the well and that the roads are repaired when they are finished.

Josh Harrison, 5112 Greentree Boulevard, addressed Ms. Spear's concerns noting that they will be planting trees around the well and the fence around the well will be cinderblock on 3 sides and chain link on the north side. They will test water wells before and after drilling. He explained their transportation routes as well.

Council Member James asked if Greentree Boulevard would be connected on the east and west side. Senior Planner Compton reported that in 1978, Greentree was designated as an arterial street but was downgraded to a collector street in the Comprehensive Plan of 2005.

There being no one else wishing to speak, the public hearing was closed at 11:13 a.m.

MISCELLANEOUS

33. Consider a resolution appealing the Building Official's denial of a building permit for the installation of a manufactured home on Block 10, Lot 12, East Midland Addition, commonly known as 1311 Walnut Lane. (DEVELOPMENT SERVICES)

RESOLUTION NO. 2013 - 275

RESOLUTION AUTHORIZING THE ISSUANCE OF A BUILDING PERMIT FOR THE INSTALLATION OF A MANUFACTURED HOME ON LOT 12, BLOCK 10, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (COMMONLY KNOWN AS 1311 WALNUT LANE); AND PROVIDING THAT THE ISSUANCE OF SAID PERMIT DOES NOT UNDERTAKE TO ADJUDICATE PROPERTY RIGHTS; SAID PERMIT WAS DENIED BY THE BUILDING OFFICIAL AND THIS RESOLUTION IS AN APPEAL TO THE MIDLAND CITY COUNCIL

Building Official Steve Thorpe gave an overview of the item noting the request was to place a manufactured or mobile home on 1311 Walnut Lane. The permit was denied because the Code states that the property and the manufactured home shall be under the same ownership. According to Midland Central Appraisal District the property is owned by the Estate of Ramon Hernandez. Typically if a purchase has recently taken place the new owner can show closing papers and a copy of a Warranty Deed to prove

ownership. He requested Council deny the request and uphold enforcement of the ordinance as written. He expressed concern that if this is allowed it could set precedent for other people that cannot prove ownership. If Council chooses to allow the issuance of the permit he requested that back taxes, penalties, liens and interest be paid prior to the issuance of the permit. Mr. Thorpe explained about previous cases with Mr. Englestad. He also clarified that he has not received proof that prior taxes have been paid.

Council Member Sparks moved to adopt Resolution No. 2013 - 275; seconded by Council Member Trost.

Mayor Perry clarified that the motion is to approve overturning the Building Official's denial of issuing a building permit. Council Member Sparks asked to hear from the applicant.

Rex Wright, 508 W. Wall, noted he was representing Carl Englestad. He reported that this is a claim of title versus color of title. Mr. Englestad has taken possession of the vacant property that has shown all of the conditions of abandonment. The record owner is not paying taxes and not maintaining the property. Mr. Englestad has cleaned up the property, will install required sewer, water, electricity and driveways and is asking for permission to place a mobile home on the property. He explained that Mr. Englestad has started a process to claim adverse possession which is legal. This process will require a minimum of three years of claiming the property under color of title under adverse possession. By placing a mobile home on the property he is creating income which can then satisfy the liens against the property. The legal owner can come forward during this process and file a claim, and would have to reimburse Mr. Englestad for property taxes that have been paid.

Council Member Sparks asked if the City allowed Mr. Englestad to place a mobile home on the property and the owner of record comes back and wants his property, would the City would have any liability. City Attorney Keith Stretcher reported the City's position is that when a permit is granted the City is not adjudicating property rights, not authorizing trespass and not shielding from civil liability but is saying the applicant is complying with the City's condition and a permit is being issued.

Council Member Trost expressed concern about going against City codes and the ability to collect the $14,800 owed in liens.

City Attorney Stretcher clarified that when a property is sold that is when the City collects on liens. If a property is sold at a tax sale the minimum bid is for the amount of taxes owed and the City may not receive liens owed because property taxes preempt liens.

Discussion ensued about repayment of taxes if the legal owner surfaces, time limits the legal owner has to reclaim his property, and that this process denies others the right to obtain the property.

Mr. Wright noted that the taxes and liens have not been paid but after the permit is issued Mr. Englestad plans on using revenue from the property to pay taxes and liens. He is asking Council to recognize Mr. Englestad's adverse possession claim which began 1 ½ to 2 years ago.

Following discussion, the applicant requested his request be withdrawn. Consensus of Council was received to allow the applicant to withdraw his application.

34. Consider an ordinance establishing a maximum two-hour limit on parking during weekdays between the hours of 8:00 A.M. and 6:00 P.M. on a portion of the south side of Ohio Avenue from the west curb line of Colorado Street west to the north/south alley. (ENGINEERING SERVICES)

ORDINANCE NO. 9179

AN ORDINANCE PROVIDING THE MAXIMUM TIME LIMIT FOR PARKING ON A PORTION OF THE SOUTH SIDE OF OHIO AVENUE FROM THE WEST CURB LINE OF COLORADO STREET WEST TO THE NORTH/SOUTH ALLEY TO TWO HOURS; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO ERECT APPROPRIATE SIGNS; DECLARING ANY VEHICLE IN VIOLATION OF THE PROVISIONS OF THIS ORDINANCE A NUISANCE AND PROVIDING FOR THE REMOVAL OF SAME; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION

Transportation Manager Gary Saunders gave an overview of the item.

Deputy City Secretary Adriana Moreno read the caption of Ordinance No. 9179.

Council Member Morales moved approval of the first of two readings of Ordinance No. 9179 in accordance with the Charter of the City of Midland; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

35. Consider a motion making appointments to various Boards and Commissions.

Council Member Sparks moved to recommend Cindy Lanning as chair of the Planning & Zoning Commission; seconded by Council Member Dufford. The motion carried by the following vote: AYE: Morales, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: Love, Trost. ABSENT: None.

EXECUTIVE SESSION

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

a. Section 551.074 Personnel Matters.

a.1. Deliberate the employment, evaluation, compensation and duties of the City Manager, the City Attorney, the City Secretary, the Municipal Court Presiding Judge and the Municipal Court Associate Judge.

b. Section 551.087 Deliberate Economic Development Negotiations.

b.1. Discuss business prospects that the City seeks to have, locate, stay, or

expand in or near the City of Midland, Texas, and discuss possible incentives.

Mayor Perry announced that Executive Session would be held in the basement conference room and the meeting would be adjourned from there. He recessed the meeting at 12:23 p.m.

All of the business at hand having been completed, the meeting adjourned at 1:55 p.m.

PASSED AND APPROVED the 10th day of September, 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 9/10/2013

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution rejecting the single bid received from Campbell Construction for the Animal Services Building Renovation Project and authorizing re-advertisement for bids for the Community Services Department.

Purpose:

Approval of a resolution rejecting the single bid received for the Animal Services building renovation project and authorizing re-advertisement for bids.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Funding is not required at this time.

Discussion:

Fifteen bid requests were sent to prospective contractors. The base bid from the single bidder, Campbell Construction, exceeded the available budget by $532,860.00. The scope of work for the re-bid of this project has been reduced to facilitate obtaining bids that will be within the budget. Please see the attached memo from Tina Jauz, Community Services Director, for additional information.

Therefore, please consider a resolution rejecting the single bid received from Campbell Construction of Midland, Texas and authorizing re-advertisement for bids.

RESOLUTION NO. _____

RESOLUTION REJECTING THE SINGLE BID RECEIVED FOR BID NUMBER 6606-13 FOR THE ANIMAL SERVICES BUILDING RENOVATION PROJECT; AND AUTHORIZING THE CITY MANAGER TO RE-BID SAID PROJECT

WHEREAS, on July 9, 2013, the City Council authorized that the Animal Services Building Renovation Project 6606-13 be advertised for competitive bids; and

WHEREAS, on August 21, 2013, the single bid received for said project as shown on the bid tabulation attached hereto as Exhibit "A" was opened and was found to be over budget by approximately $532,860.00; and

WHEREAS, the City Council finds it to be in the public interest to reject the single bid received for Project Number 6606-13, and authorizes the City Manager to re-advertise said project for competitive bids;

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

SECTION ONE. The recitals stated above are hereby adopted.

SECTION TWO. That the single bid received for the Animal Services Building Renovation Project, which was opened on August 21, 2013, is hereby rejected.

SECTION THREE. That the City Manager is hereby authorized to take all steps necessary to re-advertise said project for competitive bids.

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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, General Services Director

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

CITY OF MIDLAND
Community Services Department
Interoffice Memorandum

Date: August 29, 2013
To: Tommy Hudson, Deputy City Manager
From: Tina Jauz, Community Services Director
Subject: Animal Services Building Renovations

On July 9, 2013, the City Council approved the specifications and going out for bid for the renovation of the Animal Services Building. Bids were opened on August 21, 2013, with one bid submitted by Campbell Construction.

The bid for work is over the $200,000 budgeted, coming in at $732,860. The original scope of work included:

- New flooring
- New kennel doors and divider panels
- New interior and exterior doors
- Creation of a small yard for dogs that are in rabies quarantine
- New acoustical ceiling tiles
- New exterior paint

The Division of Animal Services is recommending rejection of the single bid. Staff has worked with the architect to scale down the project, repackage the bid, and prepare new specifications. The new project will consist of the following work:

- All renovation work of areas south of south kennel door and including exterior painting of masonry. (Base Bid)
- Post Op Addition (Deduct Alternate No. 1)
- Covered Parking (Deduct Alternate No. 2)
- Re-condition areas with resinous floor south of south stray/adoption kennel door (Deduct Alternate No. 3)

The work listed is viewed as the most efficient use of funds for what is needed and what will allow the building to be used effectively for many more years.

In addition, the bid will include a 300 square foot Post Op Room. This would help meet the need of a separate area to shelter animals that have been spayed/neutered and are susceptible to disease right after surgery and before being moved to PetSmart for adoption. This room would be operated by the Midland Humane Coalition.

The funds are available in the Animal Shelter and Equipment Fund 140, and there is currently $225,000 in the fund. The Humane Coalition Board is considering donating funds to the city for the construction of the Post Op Addition.

City of Midland - Bid Tabulation

BID # 6606-13 **Animal Services Building Renovations** **OPENED** August 21, 2013 **Est. Cost:** $225,000.00			Campbell Construction P.O. Box 11293 Midland, TX Richard (432) 682-1552	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL
	1	Base Bid: Floors	$159,550.00	$159,550.00
	1	Base Bid: Dog Kennel Improvements & Exterior Doors	$507,150.00	$507,150.00
	1	Base Bid: Exterior Paint - Awning to Crematorium	$66,160.00	$66,160.00
		Base Bid Total:		$732,860.00
	1	Add Alt. 1: Covered Parking Structure to be constructed over 4 existing an	$39,250.00	$39,250.00
		new space		
	1	Add Alt. 2: Replace existing metal cladding on Crematorium with mill finish	$17,630.00	$17,630.00
		galvalume		
	1	Add Alt. 3: Replace existing shed roof of Crematorium with mill finish	$14,260.00	$14,260.00
		galvalume and extend west to face of existing CMU wall to create covered walk		
	1	Add Alt. 4: Post Op Addition	$174,670.00	$174,670.00
	1	Add Alt. 5: Cat Room	$121,130.00	$121,130.00
	1	Add Alt. 6: Front Lobby & One Exterior Door	$175,000.00	$175,000.00
		Alternate Total:		$541,940.00
		Base Bid & Alternate Total:		$1,274,800.00
		Date of Completion	210 Calendar Days	

Bidding Summary:

15 **Bid requests were issued.**

1 **Bids listed above**

2 **NO BIDS were received.**

Cooper Construction, Onyx Contractors

12 **Bidders did not respond.**

JC Roberts,Mid-Tex,Minnix,JFA Construction,Saul's Const.RRC,WR Const.,Hilliard,Barbed Cross,Pando C
Danny Aguirre,Derek Osborn Const.

THE CITY OF MIDLAND

CONTRACT

Contract No.6606-13 Re-Bid

THIS CONTRACT, effective the _____ day of _____, 20__, by and between the City of Midland, hereinafter referred to as the "City", and _____, hereinafter referred to as the "Contractor", is made for the following considerations:

1. **Cost:** Total Proposal: $ _____ DOLLARS

2. **Scope of Work:** The Contractor shall perform all work described for Animal Services Building Renovation Project in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

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

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

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

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

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

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

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

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

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

8. **INDEMNITY: THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL OF THE CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER,**

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

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

8.2. **THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE**

NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. THE CONTRACTOR, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF THE CONTRACTOR OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

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

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

15. **PROMPT PAY ACT** - The City and Contractor agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16. **Payment:** After all work is completed by the Contractor, and the City has inspected and approved that work, the City shall within thirty-one (31) days thereafter issue payment to the Contractor in the amount of the contract and subsequent verified Change Orders. The City shall be the final judge of when work is completed by the Contractor. The City shall not make periodic payments to the Contractor, but shall make payment pursuant to this paragraph only after all work is completed by the Contractor.For contracts exceeding $25,000 and construction time exceeds ninety days, requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

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

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

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

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

19. **Sovereign Immunity:** By executing this contract the City is not waiving its right of

sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

20. **Insurance**

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

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

The Commercial General Liability shall be on a per project or per policy aggregate, including completed operations, and shall be on an occurrence basis.

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

The Workers' Compensation coverage provided by Contractor shall inure to the benefit of employees injured during the course and scope of their employment by Contractor pursuant to this Contract.

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

Contractor shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors,

subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers compensation).

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

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012.

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

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

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

24. **Independent Contractor:** It is expressly understood and agreed that Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that Contractor shall have exclusive control of and the exclusive right to control

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

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

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government

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

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

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

Contract No: 6606-13

City of Midland

CONTRACTOR

Courtney B. Sharp, City Manager

APPROVED AS TO FORM

Keith Stretcher, City Attorney

ATTEST

Amy M. Turner, City Secretary

Contractor Corporate Acknowledgment: Contract No.6606-13

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of _____, 20__.

Notary Public, State of Texas

Contractor's Name

PROPOSAL
Bid #6606-13 Re-Bid

To: Purchasing Manager
City of Midland
Midland, Texas

Gentlemen: The undersigned bidder, having examined the plans, specifications and contract documents, the location of the proposed work and being fully advised as to the extent and character of the work proposes to furnish all materials, equipment and to perform all labor and work necessary for the complete work described by and in accordance with the attached plans, specifications and contract for the sum of:

Base Bid: _____ DOLLARS
All renovation work of contiguous accessible areas south of south kennel door and including exterior painting of masonry.

Deduct Alternate 1: (_____) DOLLARS
Post Op Addition

Deduct Alternate 2: (_____) DOLLARS
Covered Parking

Deduct Alternate 3: (_____) DOLLARS
All resinous floor work in the renovated area

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid and he further agrees to commence work within ten (10) days after the date of written notice to do so and to substantially complete same within _____ calendar days.

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

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

OR

FAX: (432) 685-0523

E-mail: purchasing@midlandtexas.gov

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

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

BID WAIVERS:

A. WAIVER OF ATTORNEY FEES: BY SIGNING THIS PROPOSAL, BIDDER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND

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

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

THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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

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

1. **THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY BID;**
2. **WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS;**
3. **ACCEPTANCE OR REJECTION OF ANY BIDS; OR**
4. **AWARD OF THE CONTRACT.**

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

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

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

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

SOVEREIGN IMMUNITY: By Executing this contract the City is not waiving its right of Sovereign immunity. the City is retaining its IMMUNITY from suit. the City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

Bidder	Authorized Signature	Telephone
Address, City and State	Please Print above Name	Fax

Bidder's Enclosure Check List: (Bidder - Please review the following list and check to ensure that you have included the documents with your bid.)

☐ PROOF OF AUTOMOBILE, WORKER'S COMPENSATION AND GENERAL LIABILITY INSURANCE COVERAGE AS REQUIRED BY THE TERMS OF THE CONTRACT. (**Upon award and prior to execution of the contract The City of Midland will have to be added to the policy as an additional insured and a certificate issued reflecting that provision) including a waiver of subrogation as stated in the contract)**

☐ 5% BID BOND FOR CONTRACTS IN AMOUNTS OF $50,000 OR MORE. (ONLY WHEN EXHIBIT "C" IS INCLUDED IN THE CONTRACT).* **THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO PROVIDE A PAYMENT BOND AND PERFORMANCE BOND FOR BIDS OF $50,000 OR MORE. IF BOND FORMS WERE NOT INCLUDED, THEY MAY BE OBTAINED FROM THE OFFICE OF THE PURCHASING MANAGER. Call (432) 685-7234 for information.**

PLEASE NOTE:

FAILURE TO INCLUDE ANY OF THE REQUIRED DOCUMENTS ON THE CHECK LIST, MAY CAUSE REJECTION OF YOUR BID.

***FAILURE TO PROVIDE LIABILITY OR WORKER'S COMPENSATION INSURANCE AND SUBSEQUENT CERTIFICATES; OR, PAYMENT AND/OR PERFORMANCE BONDS AS REQUIRED BY THE CONTRACT MAY CAUSE FORFEITURE OF YOUR BID BOND OR OTHER SURETY (I.E.- CASH OR CASHIERS CHECK).**

SPECIFICATIONS

For

MIDLAND ANIMAL SHELTER RENOVATION
1200 NORTH FAIRGROUNDS ROAD
MIDLAND, TEXAS 79703

THE CITY OF MIDLAND, TEXAS

MIDLAND ANIMAL SHELTER RENOVATION

MAYOR
W. Wesley Perry

CITY COUNCIL

Jeff Sparks, District One
John James, District Three
A. Scott Dufford, At-Large
John B. Love III, District Two
Michael Trost, District Four
Jerry Morales, At-Large

CITY MANAGER
Courtney Sharp

GENERAL SERVICES DIRECTOR
Robert Patrick

PURCHASING MANAGER
Regina Stephenson

PROJECT/CONSTRUCTION ADMINISTRATOR
Paul O'Neill

MIDLAND ANIMAL SHELTER RENOVATION

Owner:	The City of Midland 300 North Lorraine Midland, Texas 79701
Owner's Representative:	Paul O'Neill Animal Services Manager 1200 North Fairgrounds Road Midland, Texas 79701 (432) 685-7424 poneill@midlandtexas.gov
Architect:	Lawrence Connolly, President Connolly Architects & Consultants 2414 Exposition Boulevard, Suite A-2 Austin, Texas 78703 (512) 480-9611, Fax (512) 480-9713 Mobile (512) 771-4383 larry@connollyaia.com www.connollyaia.com
ADA/TAA Code Review Consultant:	

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Division 02 - Existing Conditions

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None

Division 04 - Masonry

None

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None

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None

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None

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None

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SECTION 012700

CUTTING AND PATCHING

PART 1 GENERAL

1.1 DESCRIPTION

A. Work included: This Section establishes general requirements pertaining to cutting, fitting, and patching of the existing:
   1. Concrete block walls.
   2. Mechanical ductwork.
   3. Plumbing supply and waste lines.
   4. Electrical conduit, wiring, switches and receptacles.
   5. Structural Glaze Tile (SGT) grout re-pointing.
   6. Resinous Flooring patching at floor and base as shown in the Drawings.

1.2 RELATED WORK

A. Section 024119 - Selective Demolition
B. Section 099100 - Painting and Sealing
C. Mechanical ductwork
D. Plumbing pipe
E. Electrical Conduit

1.3 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
B. Resinous Flooring Single Source Responsibility: Obtain primary resinous flooring materials including primers, resins, hardening agents, finish or sealing coats from a single manufacturer with not less than ten years of successful experience in manufacturing and installing principal materials described in this section. Contractor shall have completed at least five projects of similar size and complexity; Stonhard or approved equal. Provide secondary materials only of type and from source recommended by manufacturer of primary materials.
   1. Provide letter from the manufacturer certifying that the installers are experienced in installing their materials.
   2. Manufacturer to provide a letter certifying that the installation of their product on this project is consistent with their recommended installation procedures.

PART 2 PRODUCTS

2.1 MATERIALS

A. For replacement of items removed, use materials and construction techniques to match existing building.
   1. CMU
   2. Resinous Flooring
B. SGT Vertical Grade Epoxy Mortar: ASTM 118.3. Available products: Laticrete, Summitville, Tec Adhesives.
   1. Color: To match existing SGT.
C. CMU movement cracks
   1. Calking to paint

PART 3 EXECUTION

3.1 SURFACE CONDITIONS

A. Inspection:
   1. If uncovered conditions are not as anticipated, immediately notify the Architect and secure needed directions.
   2. Do not proceed until unsatisfactory conditions are corrected.

3.2 GRINDING EXISTING CMU

A. Bull Nose Corner:
   1. 1" radius corner height of visible wall.

3.3 RE-POINTING

A. SGT Joint Treatment:
   2. Tool or strike mortar joints on exposed face when they are "thumb print" hard.
   3. Tool all SGT joints concave using a non-metallic tool 1" in diameter or larger unless otherwise noted.
   4. Sanitary Joint Filler or Epoxy Grout, where required:
      a. Rake mortar joints 3/8" deep. Mix and install non-sagging (vertical application) epoxy grout in strict accordance with manufacturer's directions.

B. CMU Joint Treatment:
   1. Tool or strike mortar joints on exposed face when they are "thumb print" hard.
   2. Tool all CMU to match existing mortar joints.

3.3 CLEANING SGT

A. It is intended that with careful adherence to this specification that extensive cleaning will not be necessary. During construction, wipe glazed surface clean after tooling of joints or within 30 minutes after re-pointing with coarse rag. Keep wall clean as work progresses to avoid more difficult cleanup. Use no metal scrapers, abrasive powders or unauthorized cleaning agents. Use wooden paddles or scrapers to clean away mortar residue or lumps. Wash with clean water. A mild detergent may be used. Rinse with clean water. Wipe with clean cloths, sponges or similar item.

B. In event of unexpected contamination of SGT walls, perform any cleaning with nothing other than a non-metallic scraper, such as a stiff bristled brush or wooden paddle to insure against any wall damage.

3.4 PATCHING RESINOUS FLOORING AND BASE

A. Flooring:
   1. Flush and seamless with existing resinous flooring.

B. Base:
   1. Flush with CMU wall above.

END OF SECTION

SECTION 024119

SELECTIVE DEMOLITION

PART 1 GENERAL

1.1 WORK INCLUDED

A. The extent of selective interior and exterior demolition as shown on the Drawings and described in the Specifications includes, but is not limited to the removal of existing:
   1. Resinous Flooring
   2. Concrete Block
   3. Structural Glazed Tile (SGT)
   4. Millwork
   5. Doors and Frames
   6. Kennel Partitions, gates and accessories
   7. Mechanical ductwork, grilles and registers
   8. Plumbing fixtures, supply and waste lines
   9. Electrical light fixtures, wiring and conduit

1.2 RELATED WORK

A. Section 012700 - Cutting and Patching

1.3 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.4 PROJECT CONDITIONS

A. Work should be examined for conditions which may affect that part of the work.
B. Protection of finished floor from damage by subsequent trades shall be the responsibility of the General Contractor.

1.5 PROTECTION

A. Protect adjacent work during demolition.
B. Contractor will be responsible for any damage to surrounding work.

PART 2 PRODUCTS

(There are no products.)

PART 3 EXECUTION

3.1 PROJECT CONDITIONS

A. Protection: Contractor shall be responsible for the protection of adjoining work.
B. The Owner assumes no responsibility for actual condition of structure or items to be removed.
   1. Conditions existing at the time of demolition will be maintained by the City insofar as practical.

3.2 PROTECTION AND CLEANING

A. Protect resinous flooring materials from damage and wear during demolition operation. Where temporary covering is required for this purpose, comply with manufacturer's recommendations for protective materials and method of application. General Contractor is responsible for

protection and cleaning of surfaces.

END OF SECTION

SECTION 051000

STRUCTURAL METAL FRAMING

PART 1 GENERAL

1.1 WORK INCLUDED
A. Structural metal framing including but not limited to: covered parking structure, purlins, columns, beams, open web steel joists, steel trusses, metal decking and hat channels.
B. Covered parking (Deduct Alternate No. 1).

1.2 ALLOWANCE
A. 100 pounds of structural steel to be used as directed for special conditions not covered by note or drawing.

1.3 RELATED WORK
A. Cast-in-Place Concrete

1.4 QUALITY ASSURANCE
A. Codes and Standards:
   1. Fabrication and erection shall comply with the requirements of AISC "Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings" and "Code of Standard Practices for Steel Buildings and Bridges", latest editions.
B. Design loads shall be determined by local conditions, applicable codes, building end use, etc. Unless otherwise specified, roof live and wind loads are applied in accordance with the requirements of the latest edition of the International Building Code.

1.5 REFERENCES
A. American Society for Testing and Materials (ASTM):
   1. ASTM A 36-81a Structural Steel.
   2. ASTM A 325-81 High-Strength Bolts for Structural Steel Joints.

1.6 SUBMITTALS
A. Shop Drawings: Submit in accordance with Section 01340.
   1. Contractor shall be responsible for omissions and errors and for conformance with the Drawings and Specifications relative to the various details.
   2. Architect's review will cover member sizes, strength of connections and general arrangements but not dimensions or quantities.
   3. Shop Drawings shall indicate shop and erection details, including cuts, copes, connection, holes, threaded fasteners and welds.
   4. Statement of Intent: All exposed metal to be galvanized steel to ensure no maintenance of the structure will ever be needed.

1.7 DELIVERY, STORAGE, AND HANDLING
A. Bolts and other anchorage devices to be embedded in concrete shall be delivered to the site before the start of concrete work. Furnish setting Drawings and templates for the installation of anchor bolts.

PART 2 PRODUCTS

2.1 MATERIALS

A. Structure Steel:
   1. ASTM A 992
   2. High-Strength Threaded Fasteners: ASTM A 325, bolts, and nuts, of domestic manufacture only.
B. Pre-engineered structure for covered parking.
   1. Galvanized Steel exposed structure, nuts, bolts and connections.

2.2 FABRICATION

A. General Fabrication (shelter addition)
   1. Structural steel members shall be cut, formed, punched, welded, cleaned and painted in the plant of the building manufacturer for bolted field assembly.
B. Field Splices and Connections.
   1. Structural steel shall be shop punched for bolted field assembly. Field welding, burning, etc., shall not be permitted without prior approval except field burning holes for field located accessories.
   2. Bolts for field assembly of primary structural members shall be high strength bolts, shall be irridite plated to facilitate identification and inspection, and shall conform to ASTM A-325. Connectors for primary structural members shall be not less than 5/8" diameter. Connectors for secondary members shall conform to ASTM A-325 unless otherwise specified.

PART 3 EXECUTION

3.1 ERECTION

A. Erection of structural metal shall comply with the requirements of referenced codes and standards.
   1. The use of a cutting torch for field correction of fabricating error will be permitted only with the approval of the Architect. For each fabrication error the Contractor shall submit a drawing of existing conditions and the proposed correction for the Architect's review.
   2. Set column base plates to correct elevations and support temporarily on shims until the columns have been plumbed and grouted.
   3. Make field connections by electric arc welding or with A307 machine bolts.
B. Erect steel framing true and plumb and brace temporarily where necessary to handle all loads to which the structure may be subjected. Such bracing shall be left in place as long as required for safety, and finally shall be removed by the Contractor as part of his equipment. Securely connect Work to take care of dead load, wind and erection stresses.

END OF SECTION

SECTION 055000

METAL FABRICATIONS

PART 1 GENERAL

1.1 WORK INCLUDED
A. Steel bollards as shown in the Drawings.

1.2 RELATED WORK
A. Concrete flatwork
B. Cast-in-Place Concrete

1.3 QUALITY ASSURANCE
A. Installer responsible for field measurements.
B. Tolerances: Do not exceed a variation of 1/16" in 4'-0" from plumb, level, and flat (all directions).
C. Statement of Intent: All exposed metal to be galvanized steel to ensure never needing any maintenance of the metal.

PART 2 PRODUCTS

2.1 MATERIALS
A. 1/8” thick galvanized iron pipe.

PART 3 EXECUTION

3.1 INSPECTION
A. If installation work is begun it constitutes acceptance of the existing conditions and installer will be responsible for correction of existing conditions as well as correction of their own work if it does not conform to the Drawings and Specifications.

3.2 ERECTION
A. Install bollard.
B. Fill cylinder with concrete.

END OF SECTION

SECTION 072000

THERMAL INSULATION

PART 1 GENERAL

1.1 WORK INCLUDED

A. Insulation and accessories as shown in the Drawings and as specified in this Section.
   1. Loose-fill building insulation in CMU – full height of interior and exterior walls.
   2. Rigid insulation at the new roof addition. (Deduct Alternate No. 1).

1.2 RELATED WORK

A. New Concrete Block Masonry

1.3 QUALITY ASSURANCE

A. Thermal Conductivity: Thickness indicated are for thermal conductivity (k-value at 75°F or 24°C) specified for each material. Provide adjusted thickness as directed for equivalent use of material having a different thermal conductivity. Where insulation is identified by "R" value, provide thickness required to achieve indicated value.
B. Fire and Insurance Ratings: Comply with fire-resistance, flammability and insurance ratings indicated, and comply with regulations as interpreted by governing authorities.
C. Federal Specifications: Where compliance with FS standard is indicated, specified requirements for marking individual boards/batts/blankets are waived, provided packages of units are labeled to show compliances.

1.4 SUBMITTALS

A. Product Data: Submit manufacturer's product specifications and installations instructions for each type of insulation material required.

1.5 DELIVERY, STORAGE AND HANDLING

A. General Protection: Protect insulations and their accessories from physical damage and from becoming wet, soiled, or covered with ice or snow. Comply with manufacturer's recommendations for handling, storage and installation.

PART 2 PRODUCTS

2.1 MATERIALS

A. Patched Wall Block cavity: Loose Granular Perlite Insulation
   1. Expanded aggregate; FS HH-1-574 or ASTM C 549; k-value of 0.33; treated with silicone for water-repellency where used in exterior wall construction.
   2. ASTM C 764, Type II for poured application; with maximum flame-spread and smoke-developed indexes of 5, per ASTM E 84.

PART 3 EXECUTION

3.1 INSPECTION AND PREPARATION

A. Installer must examine substrata and conditions under which insulation work is to be performed, and must notify Contractor in writing of unsatisfactory conditions. Do not proceed with insulation work until unsatisfactory conditions have been corrected in a manner acceptable to installer.

B. Clean substrates of substances harmful to insulations.
C. Close off openings in cavities to receive poured-in-place insulation sufficiently to prevent escape of insulation. Provide bronze or stainless steel screen (inside) where openings must be maintained for drainage or ventilation.

3.2 INSTALLATION

A. General
   1. Comply with manufacturer's instructions for particular conditions of installation in each case. If printed instructions are not available or do not apply to project conditions, consult manufacturer's technical representative for specific recommendations before proceeding with work.

B. Masonry-Cell Insulation:
   1. Pour granular insulation into cavities as required, to completely fill void spaces. Maintain inspection ports to show presence of insulation at extremities of each pour area. Close ports after complete coverage has been confirmed. Limit fall of insulation to one story in height, but not to exceed 20'-0".

3.3 PROTECTION

A. General: Protect installed insulation from harmful weather exposures and from possible physical abuses, where possible by non-delayed installation of concealing work or, where that is not possible, by temporary covering or enclosure. Installer shall advise Contractor of exposure hazards, including possible sources of deterioration and fire hazards.

END OF SECTION

SECTION 081316

ALUMINUM DOORS & FRAMES

PART 1 GENERAL

1.1 WORK INCLUDED
A. Aluminum doors and frames as shown in the Drawings and in this Section.

1.2 RELATED WORK
A. Section 087100 - Hardware

1.3 QUALITY ASSURANCE
A. Erector Qualification: Erection of the doors shall be by an experienced erector who has not less than five (5) years successful experienced with similar installations and is approved by the manufacturer.
B. Design Criteria:
   1. Deflection of glass framing members under design loads shall not exceed L/175 or 3/4", whichever is less.
   2. Deadload deflection of horizontal glass framing members shall not exceed 0.125".
   3. Design wind load shall be 20 psf.

1.4 REFERENCES
A. Air infiltration shall be tested accordance with ASTM E 283. Infiltration shall not exceed .06 CFM per square foot of fixed area.
B. Water infiltration shall be tested in accordance with ASTM E 331. No water penetration at a test pressure of 8 psf.

1.5 SUBMITTALS
A. Shop Drawings: Manufacturer's Shop Drawings shall indicate sizes, construction, dimensions, core material and stop profile.
B. Sample: Provide a single door for Owner inspection and approval. This door if approved will be used as a minimum quality standard for all other doors.

1.6 DELIVERY, STORAGE AND HANDLING
A. Store doors flat. Do not lean.
B. Protect doors against dampness during and after delivery.

1.7 WARRANTY
A. One-year unconditional guarantee.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS
A. Vistawall or U.S. Aluminum with 1" thick insulating safety glass per Drawings.
B. Mill finish Series 250 (narrow stile)

2.2 MATERIALS
A. Extrusion shall be 6063-T5 alloy and temper (ASTM B221). Fasteners, where exposed, shall be stainless steel or zinc plated carton steel. Perimeter anchors shall be aluminum or steel,

providing the steel is properly isolated from the aluminum.

B. Glazing gaskets shall be E.P.D.M. rubber and shall be reinforced with stretch-resistant cord. The gasket shall be a lock-in type that provides firm support for the glass, but does not depend on continuous pressure between the metal and glass to prevent fallout.

C. Exposed surfaces shall be free of scratches and other blemishes and shall receive - Architectural Class 1 Anodic Coating conforming with the Aluminum Association Standard AAM12C22A41 PPG # 42 Clear.

D. Aluminum Doors with Glazing:
   1. Weatherstripping: Glazing gaskets shall be E.P.D.M. rubber and shall be reinforced with a stretch with stretch resistant cord. The gasket shall be a lock-in type that provides firm support for the glass, but does not depend on continuous pressure between the metal and glass to prevent fallout.
      a. Color: To match aluminum door frame.

2.3 FABRICATION

A. Before fabricate verify measurements at project site to insure proper fit.
   1. Accessories: Provide glazing beads, flashing, and miscellaneous shims and other parts detailed or otherwise required to complete the work.

2.4 CLEARANCES

A. Edge clearance shall be as follows:

Between door and frame at head and jambs		- 1/8"
At door sill:	without threshold	- 1/2" max. above fin. floor
	with threshold	- 3/4" max. above fin. floor
	Between meeting edges of pair of doors	- 1/8"

PART 3 EXECUTION

3.1 INSPECTION

A. Examine areas to receive doors for conditions that will adversely affect the execution and quality of work. Do not start this work until unsatisfactory conditions are corrected.

B. Field check dimensions, elevations, and slopes on the connecting work affecting the doors to assure a proper fit and weather tight installation.

3.2 INSTALLATION

A. Fitting: Trim doors to fit frames with clearances as specified above. Bevel vertical edges 1/8" in 2". After fitting, seal the cut raw wood edges with a coat of clear sealer.

B. Glass: Install stops securely to ensure a tight, no rattle fit. Sandwich interior glass as shown in Drawings; sandwiched surfaces to be clean, free of dust or dirt and tightly sealed to avoid future dust infiltration.

C. Hanging: Hang doors to maintain uniform clearances. Doors shall be out of wind and shall operate smoothly and quietly after adjustment. Replace doors damaged during installation.

D. Install per manufacturer's recommended procedures.

E. Install black-out shades to ensure door quiet operation.

3.3 ADJUSTMENTS

A. Final adjustments:
   1. Check and readjust operating finish hardware items prior to final completion.
   2. Leave work in complete and proper operating condition.
   3. Remove defective work and replace with work complying with the specified requirements.

3.4 PROTECT AND CLEAN

A. Protection of aluminum and glass:
   1. Protect concealed aluminum surfaces that will contact masonry or concrete with neoprene gaskets or a coat of bituminous paint to prevent galvanic and corrosive action.
   2. If drainage of moisture from incompatible metal passes over aluminum, paint the incompatible metal with a cost of aluminum pigmented paint.
   3. Protect finished aluminum surfaces from staining by gypsum and cement materials until all adjacent masonry and plaster work has been completed.

B. Cleaning: Upon completion of the work, wash aluminum and glass surfaces with water and soft cloths and leave in first class condition.

END OF SECTION

SECTION 087100

DOOR HARDWARE

PART 1 GENERAL

1.1 REFERENCED DOCUMENTS

A. Provisions established within General and Supplementary Conditions of the Contract Division 1 – General Requirements, and the Drawings are collectively applicable to this Section.

1.2 WORK INCLUDED

A. Finish hardware as shown in the Drawings and in Schedules and in this Section.

1.3 RELATED WORK

A. Section 081316 - Aluminum Doors

1.4 QUALITY ASSURANCE

A. Supplier: Subcontract the furnishing of hardware only to a recognized builders' hardware supplier who has been furnishing hardware for period of not less than two (2) years, and who has in his employment an experienced hardware consultant who is available at all reasonable times during the course of the work, for project hardware consultation to the Owner, Architect and Contractor.

B. Threshold and weather stripping to provide tight fit and secure seal that does not allow air infiltration.

C. Hardware finish shall be consistent in color and finish glossiness.

1.5 REFERENCES

A. Comply with Americans with Disabilities Act Guideline (ADAG)

B. Comply with Texas Accessibility Standards (TAS)

1.6 SUBMITTALS

A. Manufacturer's product information or samples for accessories.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Sargent.

B. Corbin-Russwin

2.2 MATERIALS

A. Passage and Privacy Sets

B. Deadbolts

C. Butts:

1. Leaves of sufficient width to clear all trim.
2. 1 1/2 pair of butts: 7' - 0" doors.

D. Weather stripping and ADA-compliant metal interlocking thresholds (<1/2”) per schedule.

E. Panic hardware key-way should have Night Latch function.

F. Coordinate master keying system with overhead doors, storefront doors and all other special doors and hardware. Provide two (2) wall-mounted key control cabinets. Provide Owner with one cabinet for off-site use. Mount other cabinet at job site. Set up job site system with only one key per hook. Duplicate keys are to be set up in off-site key control cabinet.

G. Key control system shall include envelopes, labels, tags with self-locking key clips, receipt forms, 3-way visible card index, temporary markers, permanent markers, and standard metal cabinet, all as recommended by system Manufacturer, with capacity for 150% of the number of locks required for the project.
H. Provide complete cross-index system designed by Key Control Manufacturer, and place key markers and keys on hooks in both cabinets as determined by the final key schedule.
I. Type key index. Grade 1 lock sets with lever-type handles, Corbin-Russwin 800 series. Grade 1 lock sets with lever-type handles, Corbin-Russwin 800 series.

PART 3 EXECUTION

3.1 INSTALLATION

A. Fit and install hardware on doors and cabinets in conformance with the following Hardware Schedule.
   1. Provide properly sized and accurately located drilled holes for hardware on wood doors, using appropriate jigs, templates and power mortising equipment.
   2. Mortise butts accurately and adjust properly.
   3. Verify locations of hardware items with Owner.
   4. Set thresholds for interior and exterior doors in full bed of butyl-rubber or polyisobutylene mastic sealant. Remove excess sealant and clean adjacent surfaces.
   5. Keep knobs and pulls covered with heavy cloth or plastic wraps until final acceptance of the house. Upon completion, leave hardware clean, undamaged, and in proper working order.
   6. Individual keying shall be in accordance with the Owner's wishes. After final completion rekey house.

3.2 FIELD QUALITY CONTROL

A. Provide secure lock-up for hardware delivered to the project, but not yet installed. Control the handling and installation of hardware items which are not immediately replaceable, so that the completion of the Work will not be delayed by hardware losses, both before and after installation.

3.3 ADJUST AND CLEAN

A. Adjust and clean the operating hardware for each door. Lubricate moving parts with lubricant recommended by manufacturer (graphite type if no other recommended). Replace units which cannot be adjusted to operate freely and smoothly.

3.4 HARDWARE

A. Schedule

HW2
DOOR 9, 12, 15, 16,18; TO HAVE:

1 PC HINGE	SL11HD	**SEL**
1 PUSH/PULL SET	1737	**TR**
1 CLOSER	P1461 - TB	**LCN**
1 BRACKET	1460-18PA	**LCN**
1 STOP	1270WV / 1211ES	**TR**
1 THRESHOLD(3)	425	**NGP**
1 AUTO BOTTOM	420NA	**NGP**
1 SOUND SEAL	BY DOOR SUPPLIER	

HW3
DOOR 10, 13, 14, 17,19; TO HAVE:

1 PC HINGE	SL11HD	**SEL**
1 DEADLOCK	MS1850	**AR**
1 CYLINDER	C987 - ICC/7	**FA**
1 THUMBTURN	985T - A/R	**FA**
1 PUSH/PULL SET	1737	**TR**
1 CLOSER	P1461 - TB	**LCN**
1 BRACKET	1460-18PA	**LCN**
1 STOP	1270WV / 1211ES	**TR**
1 THRSHOLD	425	**NGP**
1 SWEEP	102V	**NGP**
1 SEAL	BY DOOR SUPPLIER	

HW4
DOOR 11; TO HAVE:

1 PC HINGE	SL11HD	**SEL**
1 DEADLOCK	MS1850	**AR**
1 CYLINDER	C987 - ICC/7	**FA**
1 THUMBTURN	985T - A/R	**FA**
1 PUSH/PULL SET	1737	**TR**
1 CLOSER	P1461 - TB	**LCN**
1 BRACKET	1460-18PA	**LCN**
1 STOP	1211ES	**TR**
1 AUTO BOTTOM	420NA	**NGP**
1 SOUND SEAL	BY DOOR SUPPLIER	

B. Keys
   1. Levels
      a. Master
      b. Sub-Master
      c. User
   2. Material: Nickel Silver
      a. All master keys stamped "Do Not Duplicate".
      b. Stamp Owner's numbering sequence on all keys (maximum 5 digits). Coordinate sequence with Owner.

B. Cardreaders
   1. As noted on Drawings

3.5 CONTINUED MAINTENANCE SERVICE

A. Continued Maintenance Service: Approximately six (6) months after the acceptance of hardware in each area, Contractor shall return to the project and re-adjust items to restore proper function of doors and hardware. Consult with and instruct Owner's personnel in recommended additions to the maintenance procedures. Replace hardware items which have deteriorated or failed due to faulty design, materials or installation of hardware units. Prepare a written report of current and predictable problems (of substantial nature) in the performance of the hardware.

END OF SECTION

SECTION 092116

GYPSUM BOARD

PART 1 GENERAL

1.1 WORK INCLUDED
A. New skylight wells – critical size to coordinate with lay-in tile ceiling grid

1.2 RELATED WORK
A. Existing skylights
B. Section 095123 - Acoustical Tile Ceilings
C. Section 099100 - Painting and Sealing

1.3 QUALITY ASSURANCE
A. Tolerances for Drywall: Do not exceed a variation of 1/8" in 8'-0" and 1/16" in 4'-0" from plumb, level, and flat (all directions) and do not exceed 1/16" offset of planes at joints between panels; shim panels as necessary to comply with tolerances. Taping ridges shall not be visible in finished walls and ceilings.

1.4 REFERENCES
A. American Society for Testing and Materials (ASTM)
   1. ASTM C 36 Gypsum Wallboard.
   2. ASTM C 1177 Gypsum Wallboard
   3. ASTM D 3273 Mold and Mildew Growth Resistant

1.5 PROJECT CONDITIONS
A. Environmental Requirements, General: Establish and maintain environmental conditions for applying and finishing gypsum board to comply with ASTM C 840 requirements or gypsum board manufacturer's recommendations, whichever are more stringent.
B. Room Temperatures: For non-adhesive attachment of gypsum board to framing, maintain not less than 40ºF (4ºC). For adhesive attachment and finishing of gypsum board, maintain not less than 50º (10ºC) for 48 hours before application and continuously after until dry. Do not exceed 95ºF (35ºC) when using temporary heat sources.
C. Ventilation: Ventilate building spaces as required to dry joint treatment materials. Avoid drafts during hot, dry weather to prevent finishing materials from drying too rapidly.

PART 2 PRODUCTS

2.1 MANUFACTURERS
A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Steel Framing
   2. Wood Framing
B. Available Products:
   1. DensArmor Plus; Georgia Pacific Corp.
C. Screws: Drywall screws, Type S Bugle Head.
D. Reinforcing Tape: Cross laminated, spark perforated fiber tape.
E. Joint Compound: Quick drying polyindurate type pre-fill material.
F. Joint Topping: Vinyl base all-purpose finishing material.

G. Acoustical Sealant: A one-part acrylic base sealant designed for use with drywall construction.
H. Edge Sealant: USG Sheetrock Brand W/R Sealant for use in high-moisture room areas.

2.2 GYPSUM BOARD PRODUCTS

A. General: Provide gypsum board of types indicated in maximum lengths available that will minimize end-to-end butt joints in each area indicated to receive gypsum board application.
   1. Widths: Provide gypsum board in widths of 48 inches (1219 mm).
   2. Recycled Content of Gypsum Panel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
   3. Regional Materials: Gypsum panel products shall be manufactured within 500 miles of Project site from materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles of Project site.
B. Gypsum Wallboard: ASTM C 36 and as follows:
   1. Type for Vertical Surfaces: DensArmor Plus Fireguard, unless otherwise indicated.
   2. Type for Horizontal Surfaces: DensArmor Plus Fireguard, unless otherwise indicated.
   3. Edges: Tapered.
   4. Thickness: 5/8 inch (15.9 mm), unless otherwise indicated.

2.3 TRIM ACCESSORIES

A. Accessories for Interior Installation: Corner trim, edge trim, and control joints complying with ASTM C 1047 and requirements indicated below:
   1. Material: Formed metal or plastic, with metal complying with the following requirement:
      a. Steel sheet zinc coated by hot-dip or electrolytic process, or steel sheet coated with aluminum or rolled zinc.

2.4 JOINT TREATMENT MATERIALS

A. General: Provide joint treatment materials complying with ASTM C 475 and the recommendations of both manufacturers of sheet products and of joint treatment materials for each application indicated.
B. Joint Tape for Gypsum Board: Paper reinforced tape, unless otherwise indicated.
C. Drying-Type Joint Compounds for Gypsum Board: Factory-packaged vinyl-based products complying with the following requirements for formulation and intended use.
   1. Ready-Mixed Formulation: Factory-mixed product.
      a. Taping compound formulated for embedding tape and for first coat over fasteners and face flanges of trim accessories.
      b. Topping compound formulated for fill (second) and finish (third) coats.
      c. All-purpose compound formulated for both taping and topping compounds.

PART 3 EXECUTION

3.1 INSTALLING STEEL FRAMING

A. Install runners (tracks) at skylight wells and columns where gypsum board stud assemblies abut other construction.
B. Installation Tolerances: Install each steel framing and furring member so that fastening surfaces do not vary more than 1/8 inch (3 mm) from the plane formed by the faces of adjacent framing.

3.2 APPLYING AND FINISHING GYPSUM BOARD, GENERAL

A. Gypsum Board Application and Finishing Standards: Install and finish gypsum panels to comply with ASTM C 840 and GA-216.

B. Install gypsum panels with face side out. Do not install imperfect, damaged, or damp panels. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.5 mm) of open space between panels. Do not force into place.

3.3 FINISHING GYPSUM BOARD ASSEMBLIES

A. General: Treat gypsum board joints, interior angles, flanges of corner trim, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration.

B. Prefill open joints, rounded or beveled edges, and damaged areas using setting-type joint compound.

C. Apply joint tape over gypsum board joints, except those with trim accessories having flanges not requiring tape.

1. Use one of the following joint compound combinations as applicable to the finish levels specified: Embedding and First Coat: Ready-mixed, drying-type, all-purpose or taping compound. Fill (Second) Coat: Ready-mixed, drying-type, a; purpose or topping compound. Finish (Third) Coat: Ready-mixed, drying-type, all-purpose or topping compound.

3.6 APPLYING TEXTURE FINISHES

A. Match existing texture on all wall and ceiling surfaces scheduled to receive a painted finish using Sheetrock Brand Textures and Finishing Products as manufactured by United States Gypsum Company, or approved alternate.

3.7 CLEANING AND PROTECTION

A. Promptly remove any residual joint compound from adjacent surfaces.

B. Provide final protection and maintain conditions, in a manner acceptable to Installer, that ensure gypsum board assemblies are without damage or deterioration at the time of Substantial Completion.

END OF SECTION

SECTION 095113

ACOUSTICAL CEILINGS

PART 1 GENERAL

1.1 WORK INCLUDED
A. Lay-in Acoustical Tiles
B. Statement of Intent
   1. To make the existing noisy facility quieter by introducing acoustical ceilings.

1.2 RELATED WORK
A. Section 092116 - Gypsum Board Assemblies

1.3 SYSTEM DESCRIPTION
A. Suspension system to rigidly secure acoustical ceiling system including integral mechanical and electrical components with maximum deflection of 1/360.

1.4 QUALITY ASSURANCE
A. Manufacturer: Company specializing in manufacture of ceiling suspension system with 10 years minimum experience.
B. Installer: Company with three years minimum experience.
C. Certificates:
   1. Submit manufacturer's certification that suspension system is capable of supporting panels, gypboard, light fixtures and grilles.

1.5 SUBMITTALS
A. Submit 2 samples, 8 by 12 inches in size, illustrating material and finish of each acoustic unit.

1.6 EXTRA STOCK
A. Provide three cartons of each type used.
B. Store in designated location as directed by Owner.

1.7 ENVIRONMENTAL REQUIREMENTS
A. Maintain uniform temperature of minimum 60 º F and maximum humidity of 40% prior to, during, and after installation.

1.8 PRODUCT HANDLING
A. Store, handle, and deliver products under provisions of Section 016600.
B. Store tile and panel cartons open at each end to stabilize moisture content.

1.9 PROJECT CONDITIONS
A. Do not install acoustical ceilings until building dust generating activities have terminated, and overhead work is completed, tested, and approved.
B. Schedule installation of acoustic units after interior wet work is dry.
C. Humidity: 20-40% prior to, during, and after installation.
D. Temperature: 61ºF, prior to, during, and after installation.

1.10 COORDINATION
A. Coordinate installation with other trades and make provisions for their work to prevent cutting and patching.

1.11 WARRANTY

A. The installation of the acoustical material shall be guaranteed to be tight and remain in place for two years after final acceptance of the building. Any loose or falling materials shall be replaced by Contractor at his own expense.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS – NON-CORROSIVE SUSPENSION SYSTEM

A. Manufacturers: Subject to compliance with requirements indicated, provide products of one of the following:
   1. Chicago Metallic.
   2. Donn/ USG Metal Products.
   3. Armstrong World Industries.
   4. Products specified herein are those of Donn Metal Products

2.2 SUSPENSION SYSTEM MATERIALS

A. Heavy-Duty Exposed Tee Grid.
   1. As recommended by tile manufacturer for 1” thick cementious wood fiber tile.
   2. Intermediate duty system, complying with ASTM C 635, non-fire rated.
   3. All components die cut and interlocking.
   4. Exposed grid surface width: 15/16 inch.
   5. Cope cross runners lay flush with main runners, except at edge moldings.
   6. Color:
      a. Mill Finish

B. Grid Accessories: Stabilizer bars, furring clips, splices, edge moldings, hold down clips and closure strips as necessary to complement suspended ceiling grid system.

C. All components die-cut and interlocking.

D. Support Channels and Hangers: Galvanized steel; size and type to suit application, to rigidly secure acoustic ceiling system including integral mechanical and electrical components with maximum deflection of 1/360.

2.3 ACOUSTIC UNIT MATERIALS

A. Acoustic Tiles
   1. 100% Certified Wood: The following wood products shall be produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship":
   2. Wood-fiber Panel System, Class “A”
   3. Sizes:
      a. Butt-jointed: 24” x 48” x 1” panels (typical).
      b. Butt-jointed: 24” x 48” x 2” panels (Isolation and Quarantine Kennels.)
      c. Butt-jointed: 24” x 48” x 2” panels (Post Op Kennels – Deduct Alternate No. 1)
   4. Design: Moisture-resistant, smooth, non-directional.
   5. Edges: Square.
   6. Color: Natural

2.7 ACOUSTICAL SEALANT

A. Acoustical Sealant for Exposed and Concealed Joints: Manufacturer's standard non-sag, paintable, non-staining latex sealant, with a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24), complying with ASTM C 834 and effective in reducing airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

B. Acoustical Sealant for Concealed Joints: Manufacturer's standard nondrying, non-hardening,

non-skinning, non-staining, gunnable, synthetic-rubber sealant, with a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24), recommended for sealing interior concealed joints to reduce airborne sound transmission.

2.8 ACCESSORIES

A. Recycled Content: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
B. Hanger Wire: Minimum 12 gage, galvanized, self-annealed, mild steel wire.
C. Aluminum Tees: Mill Finish.
D. Retention Clips: In kennel areas and near outside doors.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that existing conditions are ready to receive work.
B. Verify that layout of hangers will not interfere with other work.
C. Beginning of installation means acceptance of existing conditions.
   a. **Do not begin work if new skylight wells will not allow ceiling grid to course out as shown in the Drawings. Contact Architect.**

3.2 INSTALLATION - LAY-IN GRID SUSPENSION SYSTEM

A. Install system in accordance with ASTM C636, manufacturer's instructions and as supplemented in this Section, to produce a ceiling true to lines and levels, free from warp and soiled or damaged grid or panels.
B. Install system capable of supporting imposed loads to a deflection of 1/360 maximum.
C. Install after major above ceiling work is complete. Coordinate the location of hangers with other work.
D. Hang system independent of walls, columns, ducts, pipes and conduit. Hang wires directly from structure (not from fireproofing, fireproofing suspension members, bridging or roof decks). Locate first hanger 6 inches from wall and space 4'-0" along carrying channel. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
E. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
F. Center system on room axis leaving equal border units, unless shown otherwise on the Drawings.
G. Do not support fixtures or other components on main runners or cross runners if weight causes total dead load to exceed deflection capability. Support fixture loads by supplementary hangers located within 6 inches of each corner; or support components independently.
H. Do not eccentrically load system, or produce rotation of runners.
I. Install edge molding at intersection of ceiling and vertical surfaces, using longest practical lengths. Miter corners. Provide edge moldings at junctions with other interruptions. Field rabbet panel edges. Where round obstructions occur, provide preformed closers to match edge molding. Provide prefabricated radiused edge moldings around radiused wall corners. Use maximum lengths, straight, true to line, and level.
J. Form expansion joints as detailed. Form to accommodate plus or minus one inch movement. Maintain visual closure.
K. Install additional suspension wires for light fixtures and other items which rest on grid.
L. Attach large sheets to gyp board w/ manufacturer's approved adhesive and per manufacturer's recommendations.

3.3 INSTALLATION – LAY-IN TILE ACOUSTICAL UNITS

A. Install acoustical units in accordance with manufacturer's instructions.

B. Fit acoustic units in place, free from damaged edges or other defects detrimental to appearance and function.
C. Install units after above ceiling work is complete.
D. Install acoustic units level, in uniform plane, and free from twist, warp and dents.
E. Cut panels to fit irregular grid and perimeter edge trim.
F. Install hold-down clips to retain panels tight to grid system with 10 feet of an exterior door.
G. Lay-in tile units should be full size around skylight wells.
H. Back rabbet 2” ceiling tile for an easier fit.

3.4 TOLERANCES

A. Variations from Flat and Level Surface: 1/8 inch in 10 feet.
B. Variations from Plumb of Grid Members Caused by Eccentric Loads: Two degrees maximum.

3.5 ADJUSTING AND PATCHING

A. Replace damaged members of exposed suspension system. Replace ceiling board and tile that is damaged, installed improperly, or shows visible signs of sagging.

3.6 CLEANING

A. Clean soiled areas of ceiling material with mild soap and water. Replace ceiling board and tile damaged by improper cleaning.

3.7 PROTECTION

A. Protect installed work from damage due to subsequent construction activity, including temperature and humidity limitations and dust control, so that the work will be without damage and deterioration at the time of acceptance by the Owner.

END OF SECTION

SECTION 096723

RESINOUS FLOORING

PART 1 GENERAL

1.1 SUMMARY

A. Re-condition existing resinous flooring.
B. New resinous flooring patching
C. New resinous flooring (Post Op Kennels – Deduct Alternate No. 1)
   1. Definitions: resinous flooring system which includes a penetrating two-component epoxy primer, three-component mortar consisting of epoxy resin, curing agent and finely graded quartz silica aggregate, three-component, epoxy undercoat, brightly colored, quartz silica aggregate broadcast and a high performance, two-component, clear, BISPHENOL F epoxy sealer.
   2. Application Method: Troweled mortar, broadcast quartz aggregate

1.3 RELATED WORK

A. Section 028119 - Selective Demolition - Resinous Base/CMU
B. Section 012700 - Cutting and Patching - New Resinous Flooring and Base
C. Existing Resinous Flooring
D. Existing Concrete Block
E. Existing Floor Drains

1.4 SUBMITTALS

A. Product Data: Submit manufacturer's technical data, installation instructions, and general recommendations for each resinous flooring material required. Include certification indicating compliance of materials with requirements.
B. Samples: Submit, for verification purposes, 4-inch square samples of each type of resinous flooring required, applied to a rigid backing, in color and finish indicated.
C. For initial selection of colors and finishes, submit manufacturer's color charts showing full range of colors and finishes available.

1.5 QUALITY ASSURANCE

A. Single Source Responsibility: Obtain primary resinous flooring materials including primers, resins, hardening agents, finish or sealing coats from a single manufacturer with not less than ten years of successful experience in manufacturing and installing principal materials described in this section. Contractor shall have completed at least five projects of similar size and complexity; Stonhard or approved equal. Provide secondary materials only of type and from source recommended by manufacturer of primary materials.
B. Pre-Installation Conference
   1. General contractor shall arrange a meeting not less than thirty days prior to starting work.
   2. Attendance
      a. General Contractor
      b. Architect/Owner's Representative
      c. Manufacturer/Installer's Representative
C. Contractor is required to perform calcium chloride tests 30 days prior to start of flooring installation to make a proper assessment of osmotic vapor transmission in the concrete.
D. Provide letter from the manufacturer certifying that the installers are experienced in installing their materials.
E. Manufacturer to provide a letter certifying that the installation of their product on this project is consistent with their recommended installation procedures.
F. Provide Shop Drawings delineating control joints at dissimilar materials.

G. Avoid puddling. No ponding or standing water shall be allowed.

1.6 DELIVERY, STORAGE AND HANDLING

A. Material shall be delivered to job site and checked by flooring contractor for completeness and shipping damage prior to job start.
B. All materials used shall be factory pre-weighed and pre-packaged in single, easy to manage batches to eliminate on site mixing errors. No on site weighing or volumetric measurements allowed.
C. Material shall be stored in a dry, enclosed area protected from exposure to moisture. Temperature of storage area shall be maintained between 60 and 85°F/16 and 30°C.

1.7 PROJECT CONDITIONS

A. Concrete substrate shall be properly cured for a minimum of 30 days.
B. Utilities, including electric, water, heat (air temperature between 60 and 85°F/16 and 30°C) and finished lighting to be supplied by General Contractor.
C. Job area to be free of other trades during, and for a period of 24 hours, after floor installation.
D. Protection of finished floor from damage by subsequent trades shall be the responsibility of the General Contractor.

1.8 WARRANTY

A. Manufacturer shall furnish a single, written warranty covering both materials and workmanship, or provide a Joint and Several warranties signed on a single document by material manufacturer and applicator jointly and severally warranting the labor and materials with no cost maximum for a period of five (5) full years from date of installation. A sample warranty letter must be included with bid package or bid may be disqualified.

PART 2 PRODUCTS

2.1 CHARACTERISTICS

A. Color: Green, to be selected by Architect.
B. Grit: Medium Grit.

2.2 RESINOUS FLOORING

A. Stonshield HRI as manufactured by Stonhard, Inc., Maple Shade, NJ, (contact Jason Maciula 214-680-2494) is a nominal 3/16"/5mm thick system comprised of a penetrating two-component epoxy primer, three-component mortar consisting of epoxy resin, curing agent and finely graded silica aggregate, three-component, epoxy undercoat, brightly colored, quartz silica aggregate broadcast and a high performance, two-component, clear BISPHENOL F epoxy sealer.
   1. Physical Properties: Provide flooring system which includes a novolac based, bisphenol F epoxy topoat and provides the following physical properties of topping including aggregate, when tested in accordance with standards or procedures referenced below:

Compressive Strength (ASTM C-579)	10,000 psi
Tensile Strength (ASTM C-307)	2,000 psi
Flexural Strength (ASTM C-580)	4,300 psi

Hardness	85-90
(ASTM D-2240/Shore D Durometer)	
Bond Strength	>400 psi
(ASTM D-4541)	(100% concrete failure)
Impact Resistance	>160 in. lbs.
(ASTM D-4226)	
Abrasion Resistance	0.06 gm max. weight loss
(ASTM D-4060, Taber Abrader CS-17 wheel)	
Coefficient of Friction	0.7-0.8
(ASTM D-2047)	
Flexural Modulus of Elasticity	2.0×10^{6} psi
(ASTM C-580)	
Flammability	Self Extinguishing
(ASTM D-635)	Extent of burning 0.25 inches max.
Thermal Coefficient of Linear Expansion	1.8×10^{-5} in/in°C
(ASTM C-531)	
Water Absorption	0.1%
(ASTM C-413)	
Heat Resistance Limitation	$140^{o}F/60^{o}C$ (for continuous exposure)
	$200^{o}F/93^{o}C$ (for intermittent spills)
Cure Rate allow (at $77^{o}F/25^{o}C$)	8 hours for foot traffic 18 hours for light traffic 24 hours for normal operations

2.3 JOINT SEALANT MATERIALS

A. Type produced by manufacturer of resinous flooring system for type of service and joint condition indicated.

B. Recycled Content: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.

2.4 ACCESSORIES

A. Strip Adhesive: Epoxy-resin adhesive recommended by adhesive manufacturer for this use and acceptable to terrazzo manufacturer.
   1. Adhesives shall have a VOC content of 70 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
   2. Adhesives shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

B. Sealer: Slip- and stain-resistant, penetrating-type sealer that is chemically neutral; does not affect color or physical properties of terrazzo; is recommended by sealer manufacturer; and complies with NTMA's "Terrazzo Specifications and Design Guide" for terrazzo type indicated.
   1. Sealers shall have a VOC content of 200 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 EXECUTION

3.1 PREPARATION

A. Substrate: Concrete preparation shall be by mechanical means and include use of a scabbler,

scarifier or shot blast machine for removal of bond inhibiting materials such as curing compounds or laitance.

B. Abrade the aluminum base for proper adhesion. Confirm this preparation with Manufacturer.

3.2 APPLICATION

A. New flooring - patch existing for a seamless appearance.
B. New Base - finish face flush with CMU as shown in the Drawings.
C. General: Apply each component of resinous flooring system in compliance with manufacturer's directions to produce a uniform monolithic wearing surface of thickness indicated, uninterrupted except at divider strips, sawn joints or other types of joints (if any), indicated or required.
D. Primer: Mix and apply primer over properly prepared substrate with strict adherence to manufacturer's installation procedures and coverage rates. Coordinate timing of primer application with application of troweled mortar to ensure optimum adhesion between resinous flooring materials and substrate.
E. Troweled Mortar: Mix mortar material according to manufacturer's recommended procedures. Uniformly spread mortar over substrate using manufacturer's specially designed screed box adjusted to manufacturer's recommended height. Hand trowel apply mixed material over freshly primed substrate using steel finishing trowels or power trowel material.
F. Grout Coat: Remove excess unbounded granules by lightly scraping and vacuuming the floor surface. Mix and apply grout coat with strict adherence to manufacturer's installation procedures and coverage rates.
G. Mar Resistant Finish: Lightly sand or scrape to remove any floor surface irregularities. Mix and roller apply mar resistant finish with strict adherence to manufacturer's installation procedures.

3.3 FIELD QUALITY CONTROL

A. The right is reserved to invoke the following material testing procedure at any time, and any number of times during period of flooring application.
B. The Owner will engage service of an independent testing laboratory to sample materials being used on the job site. Samples of material will be taken, identified and sealed, and certified in presence of Contractor.
C. Testing laboratory will perform tests for any of characteristics specified, using applicable testing procedures referenced herein, or if none referenced, in manufacturer's product data.
D. If test results show materials being used do not comply with specified requirements, Contractor may be directed by Owner to stop work; remove non-complying materials; pay for testing; reapply flooring materials to properly prepared surfaces which had previously been coated with unacceptable materials.
E. A full time employee of the manufacturer **must** be on site for the duration of the project.
F. The representative of the manufacturer **must** report material usage and square feet of areas completed so that accurate material thickness and coverage can be ascertained.
G. Avoid puddling. No ponding or standing water shall be allowed.

3.4 CURING, PROTECTION AND CLEANING

A. Cure resinous flooring materials in compliance with manufacturer's directions, taking care to prevent contamination during stages of application and prior to completion of curing process. Close area of application for a minimum of 24 hours.
B. Protect resinous flooring materials from damage and wear during construction operation. Where temporary covering is required for this purpose, comply with manufacturer's recommendations for protective materials and method of application. General Contractor is responsible for protection and cleaning of surfaces after final coats.
C. Cleaning: Remove temporary covering and clean resinous flooring just prior to final inspection. Use cleaning materials and procedures recommended by resinous flooring manufacturer.

END OF SECTION

SECTION 099100

PAINTING AND SEALING

PART 1 GENERAL

1.1 WORK INCLUDED

A. On-the-job painting, staining and finishing of materials, fittings and equipment items which are exposed to view inside and outside as indicated in the Drawings and in this Section, including but not limited to:
   1. Gypsum board skylight wells
   2. New and existing CMU walls
   3. New and existing exposed metal

1.2 RELATED WORK

A. Existing Concrete Block
B. Existing Hidden and Exposed Metal
C. Section 092116 - Gypsum Board

1.3 QUALITY ASSURANCE

A. Apply small patch of finish on inconspicuous place of surface material for Owner approval before general application.
B. Intent: To re-condition all existing exposed surfaces including those that will covered up by new lay-in tile ceiling.

1.4 SUBMITTALS

A. Samples:
   1. Submit to the Architect two 8-1/2" x 11" samples of each paint color, stain and sealer scheduled on the Paint and Stain Color Schedule prepared by the Architect. These samples shall be on a material which will accurately portray the color in the actual installation and shall be made with the actual mixed paints or stains to be used on the job.
B. Paint Schedule:
   1. Interior and Exterior CMU: Match existing colors.
   2. Existing Metal: Sherwin Williams: To match existing SGT

1.6 PRODUCT HANDLING

A. Delivery: Deliver materials in original containers with seals unbroken and labels intact.
B. Storage: Space at the site will be assigned for storing and mixing materials. Protect this space and repair all damage resulting from use. Store no kerosene or gasoline, and remove oily rags at the end of each day's work.
C. Comply with pertinent provisions of Section 016600.

1.7 EXTRA STOCK

A. Provide unopened 5 gallon container of each color to Owner.
B. Label each container with color, color number, texture, and room locations, in addition to the manufacturer’s label.
C. Furnish under provisions of Section 017843.

1.8 PROJECT CONDITIONS

A. Environmental Requirements: Maintain the temperature inside the building at not less than 60° F. during painting and finishing. Do no outside painting in cold or damp weather.

B. Protection: Provide sufficient drop cloths to fully protect adjacent finished work.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Sherwin Williams.
B. Benjamin Moore.
C. P.P.G. Industries.
D. ICI / Devoe.
E. Materials selected for coating systems for each type surface shall be products of a single manufacturer unless otherwise specified.

2.2 EPOXY PAINT MATERIALS

A. Concrete block: Sherwin Williams Tile Clad Marine Epoxy Paint
B. Gypboard: water-based epoxy
C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
   a. Flat Paints and Coatings: 50 g/L.
   b. Non-flat Paints and Coatings: 150 g/L.
   c. Primers, Sealers, and Undercoats: 200 g/L.
   d. Shellacs, Clear: 730 g/L.

PART 3 EXECUTION

3.1 EXAMINATION

A. Before commencement of any work the Contractor shall inspect the surfaces to receive finish to determine the condition of those surfaces, correct as necessary for premium finish, furnish and apply suitable primer and otherwise prepare surfaces in accordance with the manufacturer's instructions.

3.2 PREPARATION

A. Perform preparation and cleaning procedures in accordance with coating manufacturer's instructions for each substrate condition.
   1. Power wash existing interior and exterior CMU and metal
   2. Clean existing CMU and metal per manufacturer’s recommendations.
   3. Prepare existing painted CMU and metal for new finish coats per manufacturer’s recommendations.
B. Thoroughly remove rust to bare metal with wire brush and sandpaper whether the metal will be visible or not.

3.3 APPLICATION

A. Workmanship shall be of the highest quality. Mix and use paint materials in accord with the manufacturer's directions. Spread materials evenly, flow on smoothly, and brush out without sags, runs or brush strokes.
B. Provide finish coats which are compatible with prime materials used. Provide barrier coats over incompatible primers where required.
C. When undercoats, stains or other conditions show through final paint coat, apply additional coats until paint film is of uniform color and sheen.

D. Between coats, sand enamel and lacquer finish on wood and metal surfaces to produce a smooth, even finish. Use #220 grit sandpaper or finer.
E. Tint priming coats and undercoats to approximate shade of final coat to assure uniformity of color in the finish. Touch up section spots and "hot spots" before applying the last coat to produce an even result in the finish coat.
F. Apply the final coat on gypsum board surfaces with rollers.

3.4 TOUCH UP AND CLEAN

A. Touching Up: On completion, carefully touch up all holidays, marred and damaged spots, and work over all surfaces that have been repaired by other trades.
B. Cleaning: Remove spilled, splashed, and splattered paint or stain from all surfaces. Do not mar surface finish of item being cleaned.
C. Reinstallation: Reinstall the items removed under the provision of paragraph 3.2 E, above.

3.5 TEXTURES

A. Gypsum wallboard “orange peel” texture as approved by Owner.

3.6 PAINT SCHEDULE

A. Verify Paint Schedule with Architect in a walk through prior to painting.
   1. Gypsum drywall – skylight well
      a. 1st coat - Epoxy primer (to match finish color)
      b. 2nd coat - Egg shell finish Epoxy paint
      c. 3rd coat - Egg shell finish Epoxy paint
   2. Interior Concrete Block (New) – color to match existing
      a. 1st coat - Block Filler (to match finish color)
      b. 2nd coat - Egg shell finish Two-part Marine Grade Epoxy paint
      c. 3rd coat - Egg shell finish Two-part Marine Grade Epoxy paint
   3. Interior Concrete Block (Existing) – Match existing color
      a. 1st coat - Egg shell finish Two-part Marine Grade Epoxy paint
      b. 2nd coat - Egg shell finish Two-part Marine Grade Epoxy paint
   4. Exterior Concrete Block (Existing) – Match existing color
      a. 1st coat - Egg shell finish Two-part Marine Grade Epoxy paint
      b. 2nd coat - Egg shell finish Two-part Marine Grade Epoxy paint
   5. Exterior Concrete Block (New) – Match existing color
      a. 1st coat - Block Filler (to match finish color)
      b. 2nd coat - Egg shell finish Two-part Marine Grade Epoxy paint
      c. 3rd coat - Egg shell finish Two-part Marine Grade Epoxy paint
   6. Exposed Metal (Existing) – Match existing color
      a. 1st coat - Epoxy primer (to match finish color at unfinished metal only)
      b. 2nd coat - Egg shell finish Two-part Marine Grade Epoxy paint
      c. 3rd coat - Egg shell finish Two-part Marine Grade Epoxy paint
   7. Un-Exposed Metal (Existing) – Bare Metal
      a. 1st coat - Epoxy primer (to match existing finish color)

END OF SECTION

SECTION 131913

KENNEL ENCLOSURES AND GATES

PART 1 GENERAL

1.1 REFERENCED DOCUMENTS

A. Provisions established within General and Supplementary Conditions of the Contract Division 1 – General Requirements, and the Drawings are collectively applicable to this Section.

1.2 WORK INCLUDED

A. New wire mesh partitions, ceilings and gates as shown in the Drawings. (Deduct Alternate No. 1)
B. Replace existing wire mesh partitions, ceilings and gates.

1.3 RELATED WORK

A. Concrete Block
B. Section 096723 - Resinous Flooring.

1.4 SUBMITTALS

A. Submit Shop Drawings, including details and sample of each item of equipment and hardware for architect's approval.
B. Submit the product data, including complete manufacturer catalog and data sheet, complete parts list, and installation requirements for each accessory item specified.
C. Prior to fabrication, provide a sample kennel including partitions, with operation mechanism, and gate.

1.5 QUALITY ASSURANCE

A. Installer’s responsibility includes verifying Shop Drawing measurements with as-built rough-in measurements.
B. Installer to provide a letter from the manufacturer certifying that he is experienced in installing their materials.
C. Manufacturer to provide a letter certifying that the installation of their product on this project is consistent with their recommended installation procedures.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Direct Animal Products, 554 South Allen Street, Boyd, Texas (877) 459-7827
B. LGL Animal Care Products, Inc. 1520 Cavitt Street, Bryan, Texas 77801 (979) 775-1776
C. Mason Company, 260 Depot St., Leesburg, OH 45135 (800) 543-5567
D. Snyder Manufacturing Company, 6228 South Troy, Englewood, Colorado 80111-6422 (800) 422.1932
E. Suburban Surgical, 275 Twelfth Street, Wheeling, Illinois 60090 (800) 323-7366.
F. Shor-Line, 511 Osage Avenue, Kansas City, Kansas 66105 (800) 444-1579

2.2 KENNEL EQUIPMENT

A. Kennel Doors
    1. Single stall fronts with full width wire mesh with one-way SSK latch. All gates shall be hinged by the pivotal method and swing 180 degrees.
        a. Ceiling Panels Wire mesh at Dog Quarantine

PART 3 EXECUTION

3.1 INSPECTION

A. Examine the area to receive kennel equipment for conditions that will adversely affect the execution and quality of work. Do not start this work until unsatisfactory conditions are corrected.

END OF SECTION

SECTION 321813

SYNTHETIC GRASS SURFACING

PART 1 GENERAL

1.1 WORK INCLUDED

A. Synthetic grass as shown in the Drawings and described in this Section.

1.2 RELATED WORK

A. Section 323113 - Chain Link Fences and Gates

1.3 QUALITY ASSURANCE

A. Field Panel Mock-Up: Construct one sample sod panel at the site. Panel shall be not less than 2 ft. by 2 ft.
   1. Panel to indicate quality representation of:
      a. Synthetic grass
      b. Underlayment.
      c. Grass color.
      d. Workmanship.
   2. The sample panel shall be fully acceptable to the Architect prior to ordering of materials.
   3. Approved the sample panel shall act as the standard of comparison and quality to be expected throughout the work.
   4. Do not alter, move, or destroy mock-up until work is completed.

B. Installer to provide a letter from the manufacturer certifying that he is experienced in installing their materials.

C. Manufacturer to provide a letter certifying that the installation of their product on this project is consistent with their recommended installation procedures.

1.4 SUBMITTALS

A. Shop Drawings: Provide manufacturer subsurface details for drainage.

B. Certificates
   1. Certification Letter: Submit a certified letter from manufacturer prior to delivery of synthetic grass to jobsite for compliance of specification requirements.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Cover synthetic grass material with non-staining waterproof membrane covering. Keep units dry. Allow air circulation around stacked units. Installation of wet or stained synthetic grass is prohibited.

1.6 PREINSTALLATION CONFERENCE

A. Convene pre-installation conference one week prior to commencing work of this section.

B. Discuss sequence and scheduling of work and interface with other trades.

C. Review installation procedures.

D. Attendance required:
   1. Architect, Contractor, mason and every party that is required to coordinate with work, or to protect work thereafter.

1.7 WARRANTIES

A. Manufacturer
   1. 8 years.

B. Installation
   1. 1 year.

PART 2 PRODUCTS

2.1 SYNTHETIC GRASS

A. Pattern and Type as manufactured by Field Turf.
   1. FieldTurf Texas Landscape & Golf; Tom Massey; Dallas, Texas; (214) 673-3137.
   2. Color: Winter Rye

PART 3 EXECUTION

3.1 INSTALLATION

A. Workmanship:
   1. Lay only dry synthetic grass.
   2. Follow manufacturer's recommended installation procedures.
      a. Underlayment on existing grade - 4" compacted crushed stone base
      b. On existing concrete

B. Layers:
   1. Hybrid fiber.
   2. Field Turf infill.
   3. Geotextile
   4. Choke stone.
   5. Natural soil.

C. Work sequence
   1. Seal turf area perimeter with concrete.
   2. Install underlayment drainage with perforated PVC pipe to storm sewer.
   3. Provide edging where applicable

D Provide maintenance instructions

3.2 PROTECTION OF WORK

A. Protect the surfaces of the installed synthetic grass after installation.

END OF SECTION

SECTION 323113

CHAIN LINK FENCES AND GATES

PART 1 GENERAL

1.1 REFERENCED DOCUMENTS

A. Provisions established within General and Supplementary Conditions of the Contract Division 1 – General Requirements, and the Drawings are collectively applicable to this Section.

1.2 WORK INCLUDED

A. Chain link fences and gate as shown in the Drawings.

1.3 RELATED WORK

A. Gate Hardware
B. Section 238126 - Air Conditioning Compressors
C. Site Plan - Hearty Perennial west Texas Vines

1.4 QUALITY ASSURANCE

A. Surface Tolerances: Allowable tolerances for fence shall be 1/2" maximum in 20' for vertical surfaces out of plane.
B. Fence design, height and location to be verified prior to construction.
C. Construction techniques so new fencing, gates and hardware looks seamless as possible.
D. Coordinate installing with air conditioning compressor locations.

1.5 SUBMITTALS

A. Provide Manufacturer's Cut Sheets and Shop Drawings prior to ordering material.
B. Shop Drawings of Gates.
C. Provide chain link sample prior to ordering material.
D. Provide screening material samples prior to ordering material.

PART 2 PRODUCTS

2.1 MATERIALS

A. Fencing: As shown in Drawings.
    1. Posts: ASTM A 120; Schedule 40 steel pipe, standard weight, one piece without joints; powder-coated.
        a. Color: Black.
    2. Chain Link: 24 Gage powder-coated.
        a. Color: Black.
    3. Nylon Screening material
        a. Pak Unlimited, Inc. 770-519-3367
        b. PAK 90% Security Screen
        c. Color: As selected by Architect.
        d. #2 grommets every one (1) foot on all sides.
        e. Tape on all sides.

f. Provide 9" diameter pressure-relief vents every 10' to relieve wind pressure.

PART 3 EXECUTION

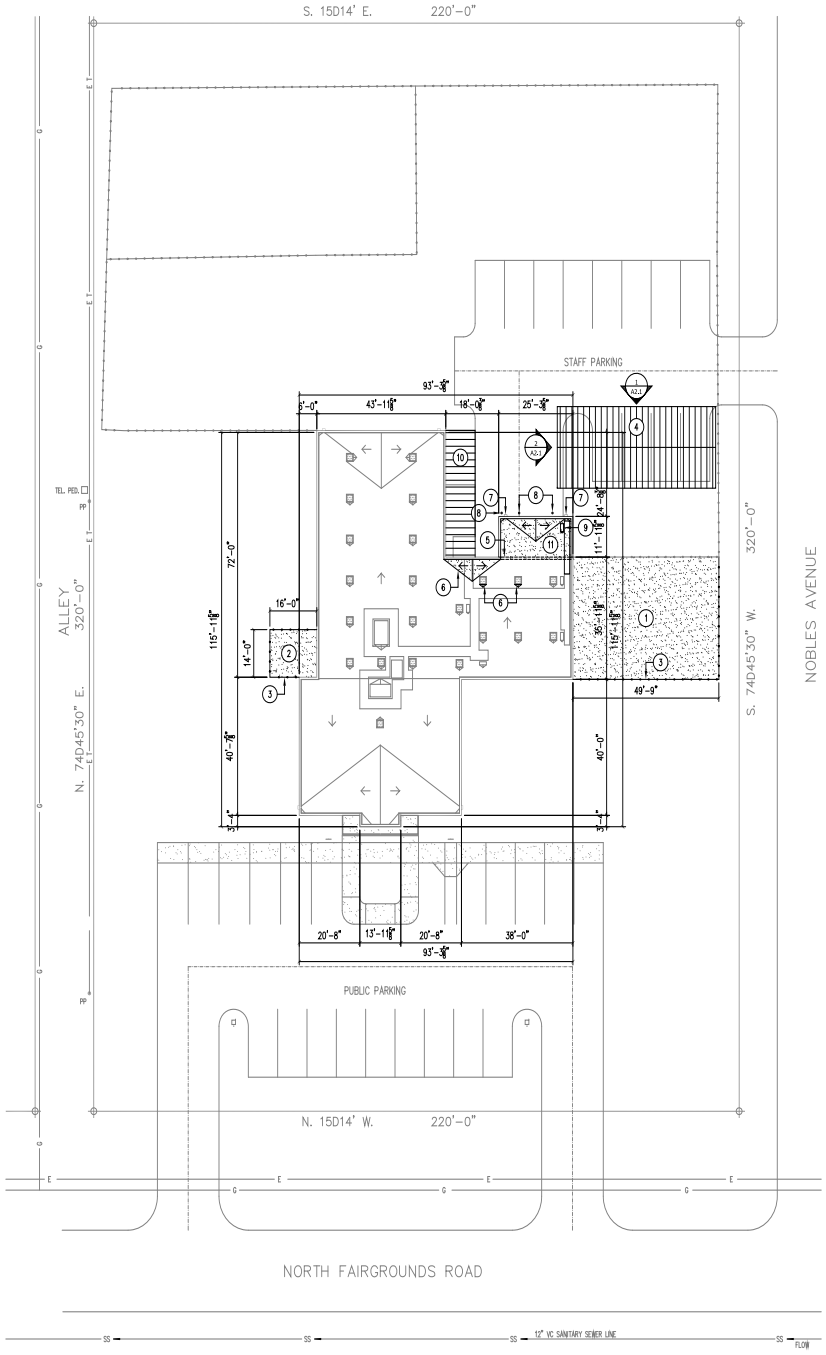
3.1 INSTALLATION

A. General. Carefully lay out and erect structural members as necessary to install the finished work as shown on design drawings. Members shall be properly braced, plumbed, and leveled. Use sufficient number of nails, screws, and bolts to insure the rigidity of the construction.

B. Screening

1. Install material on entire chain link fence area and chain link fence gate.

END OF SECTION



1 NEW SITE/ROOF PLAN

1" = 20'

SHEET INDEX

A0.1	NEW SITE / ROOF PLAN
A1.1	DEMOLITION / NEW FLOOR PLAN
	DEMOLITION / NEW BASE DETAIL
	NEW DOOR TYPES
A1.2	NEW REFLECTED CEILING PLAN
A2.1	BUILDING ELEVATIONS & INTERIOR ELEVATIONS
A3.1	DETAILS
E1.1	DEMOLITION / NEW ELECTRICAL PLAN
SP1.1	NEW POST OP. FOUNDATION PLAN & DETAILS
	NEW POST OP. ROOF FRAMING PLAN
	NEW POST OP. PLUMBING PLAN

SPECIFICATIONS

012700	CUTTING AND PATCHING
024119	SELECTIVE DEMOLITION
051000	STRUCTURAL METAL FRAMING
055000	METAL FABRICATIONS
072000	THERMAL INSULATION
081316	ALUMINUM DOORS & FRAMES
087100	DOOR HARDWARE
092116	GYPSUM BOARD
095113	ACOUSTICAL CEILINGS
096723	RESINOUS FLOORING
099100	PAINTING AND SEALING
131913	KENNEL PARTITIONS, GATES, DOORS AND ACCESSORIES
321813	SYNTHETIC GRASS SURFACING
323113	CHAIN LINK FENCES AND GATES

NEW SITE PLAN KEYNOTES

1. NEW SYNTHETIC TURF EXERCISE YARD
2. NEW SYNTHETIC TURF GET ACQUAINTED YARD ON EXISTING CONCRETE
3. NEW 7' CHAIN LINK FENCE WITH HARDY PERENNIAL VINES NOT REQUIRING IRRIGATION
4. COVERED PARKING STRUCTURE TO BE CONSTRUCTED OVER 4 EXISTING AND 1 NEW PARKING SPACE (DEDUCT ALTERNATE NO. 2)
5. REMOVE EXISTING PARAPET; MATCH EXISTING ROOF SLOPE, STRUCTURE AND MATERIAL (DEDUCT ALTERNATE NO. 1)
6. REVISE EXISTING ROOF SLOPE TO ACCOMMODATE ADDITION AND NEW DOWNSPOUT LOCATIONS (DEDUCT ALTERNATE NO. 1)
7. RELOCATE EXISTING COLLECTORS, DOWNSPOUTS AND SPLASHBLOCKS (2) (DEDUCT ALTERNATE NO. 1)
8. NEW BOLLARDS (SEE 5/A3.1) (DEDUCT ALTERNATE NO. 1)
9. NEW OUTDOOR HEAT PUMP (SEE 1/A1.2) (DEDUCT ALTERNATE NO. 1)
10. REPLACE EXISTING SHED ROOF OF CREMATORIUM WITH MILL FINISH GALVALUME AND EXTEND WEST TO FACE OF EXISTING CMU WALL TO CREATE COVERED WALK
11. POST OP. KENNEL ADDITION (DEDUCT ALTERNATE NO. 1)

SEAL

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MIDLAND ANIMAL SHELTER RENOVATION

1200 FAIRGROUNDS ROAD
MIDLAND, TEXAS 79701

SITE LEGEND

REVISIONS

-

DATE ISSUED

August 30, 2013

PROJECT NUMBER

1204

PROJECT ORIENTATION

PLAN NORTH | TRUE NORTH

TITLE

NEW SITE / ROOF PLAN

SHEET

A0.1

DEMOLITION PLAN KEYNOTES

1. NOT USED
2. REMOVE AND DISCARD EXISTING KENNEL GATES, MESH WALL PANELS AND MESH CEILING PANELS
3. REMOVE AND DISCARD EXISTING DOOR AND FRAME
4. REMOVE AND DISCARD EXISTING MILLWORK AND FIXTURES
5. REMOVE AND DISCARD EXISTING CMU WALL TO DECK
6. REMOVE AND DISCARD EXISTING TUB AND CMU BASE

   REMOVE AND DISCARD EXISTING SGT AND BASE
8. REMOVE RESINOUS FLOORING TO CONCRETE (DEDUCT ALTERNATE NO. 3)
9. REMOVE AND DISCARD 3' - 4" x 7' - 4" AREA OF EXISTING 8" CMU WALL FOR NEW DOOR AND FRAME; SUPPORT NEW OPENING WITH TWO 4'-6" LONG 4"x3"x5/16" STEEL LINTEL ANGLES, ONE EACH SIDE OF WALL AND FLUSH WITH VERTICAL FACE OF CMU ABOVE; 4" LONG LEGS OF ANGLES ARE VERTICAL
10. REMOVE SINK AND SAVE FOR RE-USE AT NEW LOCATION
11. GRIND FULL VISIBLE HEIGHT OF WING WALL TO MAKE 1" BULL NOSE CORNERS

DEMOLITION GENERAL NOTES

A. PREPARE RESINOUS FLOORING AND BASE THROUGHOUT LIMIT OF RENOVATION (DEDUCT ALTERNATE NO. 3)

B. GRIND RESINOUS BASE AND FIRST COURSE OF CMU THROUGHOUT LIMIT OF RENOVATION SO NEW RESINOUS BASE IS FLUSH WITH CMU ABOVE (SEE DETAIL 5/A1.1) (DEDUCT ALTERNATE NO. 3)

C. PREPARE INTERIOR WALL SURFACES THROUGHOUT LIMIT OF RENOVATION AND ALL EXTERIOR WALL SURFACES FOR NEW PAINT

D. PREPARE SGT GROUT THROUGHOUT LIMIT OF RENOVATION FOR RE-POINTING

NEW PLAN KEYNOTES

1. INSTALL NEW ALUMINUM DOOR AND FRAME; RE: DOOR TYPES AND HARDWARE SCHEDULE
2. INSTALL NEW OVERHEAD DOOR
3. NEW 8x8x16 CMU WALL TO MATCH EXISTING
4. INSTALL NEW GLASS KENNEL GATES AND 2' - 8" TALL FROSTED GLASS UPPER WALL PANELS
5. NEW RESINOUS FLOORING TO MATCH EXISTING; SLOPE TO DRAIN IN KENNELS; SEE 6/A1.1 FOR TYPICAL BASE DETAIL AT CMU (DEDUCT ALTERNATE NO. 3)
6. NEW HOSE TROLLEY KIT AT 88" A.F.F; GROWERS SUPPLY #WF4400
7. NEW 4x8x16 CMU KENNEL WALLS TO 3' - 4" A.F.F, WIRE MESH UPPER WALL PANELS TO 6' - 0" A.F.F, AND WIRE MESH KENNEL GATES TO MATCH EXISTING
8. NEW STAINLESS STEEL BASE AND UPPER CABINETS, COUNTERTOP AND SINK (SEE 8/A2.1)
9. NEW FREE-STANDING STAINLESS STEEL TUB, BASE CABINETS AND COUNTERTOP; PATCH RESINOUS FLOOR BENEATH TUB (SEE 7/A2.1)
10. INSTALL NEW GLASS KENNEL GATES AND WIRE MESH KENNEL TOPS
11. INSTALL RE-USED SINK
12. NEW FOLD-DOWN STAINLESS STEEL COUNTER

NEW CONSTRUCTION GENERAL NOTES

A. RE-COAT RESINOUS FLOORING AND BASE THROUGHOUT LIMIT OF RENOVATION (DEDUCT ALTERNATE NO. 3)

B. PAINT INTERIOR WALL SURFACES THROUGHOUT LIMIT OF RENOVATION AND ALL EXTERIOR WALL SURFACES; MATCH EXISTING COLORS

C. PATCH RESINOUS FLOORING WHERE CMU WALLS, SGT WALLS, KENNEL VALLEY SLOPES, RESINOUS BASES AND TUB WERE REMOVED (DEDUCT ALTERNATE NO. 3)

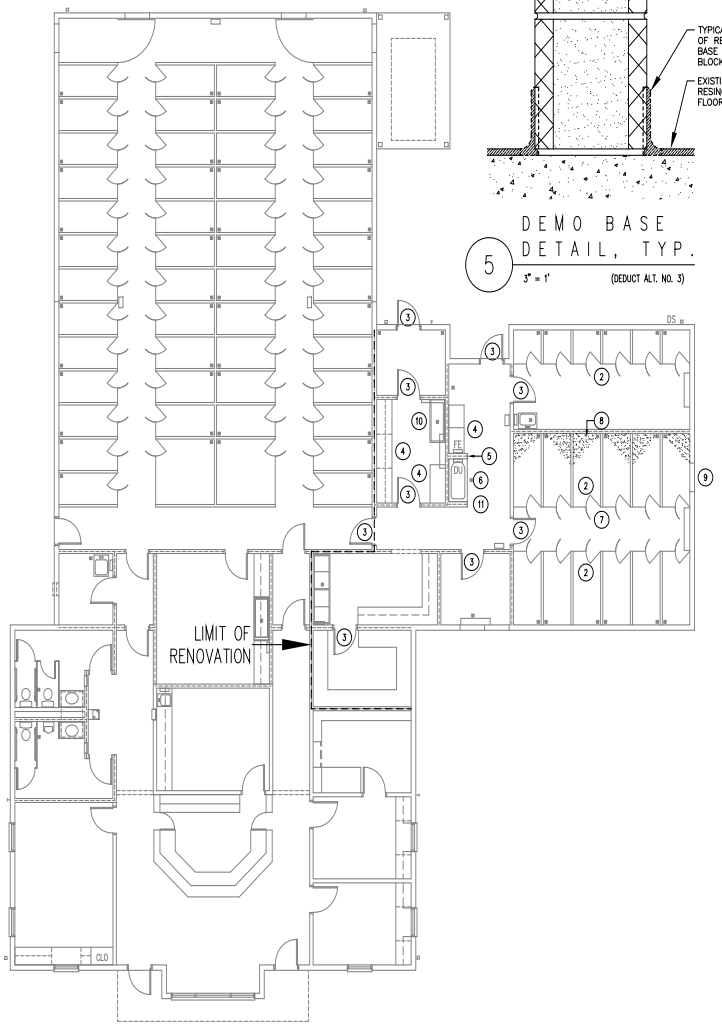
D. RE-POINT MORTAR AT ALL SGT THROUGHOUT LIMIT OF RENOVATION WITH EPOXY GROUT (COLOR TO MATCH SGT)

E. NEW RESINOUS BASE IN ROOMS WITH CMU WALLS AND RESINOUS FLOORING THROUGHOUT LIMIT OF RENOVATION (SEE DETAIL 6/A1.1) (DEDUCT ALTERNATE NO. 3)

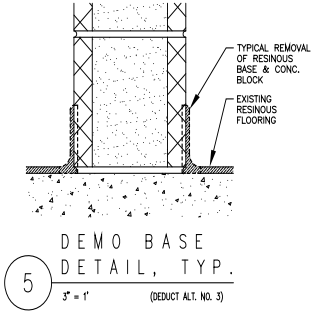
F. THE INTENT OF THIS PROJECT IS TO MATCH EXISTING MATERIALS AND CONSTRUCTION TECHNIQUES; CONFIRM WITH ARCHITECT IF NOTED OTHERWISE

G. SEE NEW REFLECTED CEILING PLAN (1/A1.2)

H. SEE INTERIOR ELEVATIONS FOR CABINET DETAILS

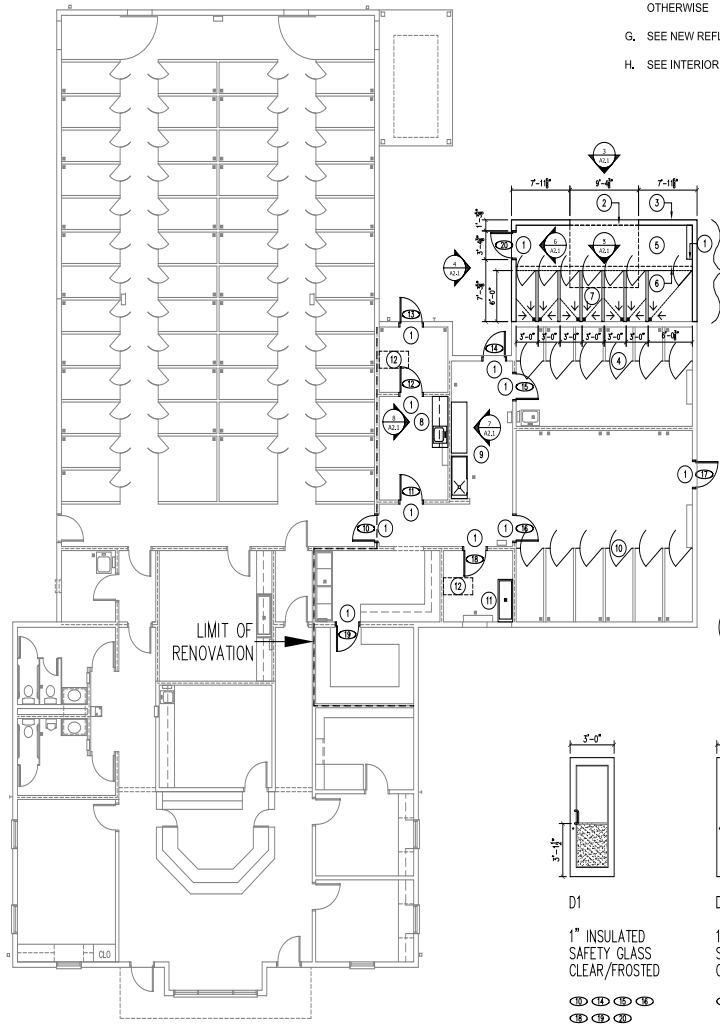


1 DEMOLITION PLAN
1/8" = 1'

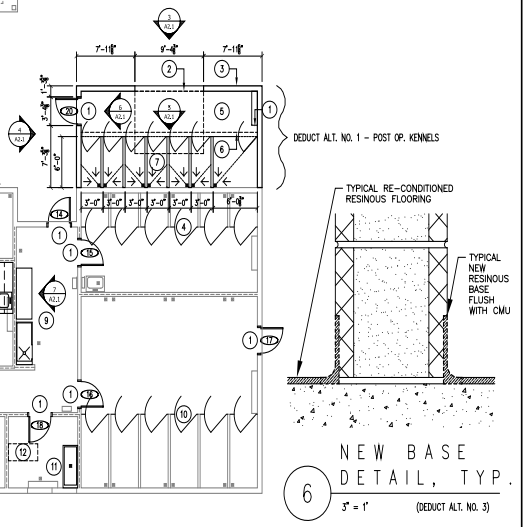


5 DEMO BASE DETAIL, TYP.
3" = 1' (DEDUCT ALT. NO. 3)

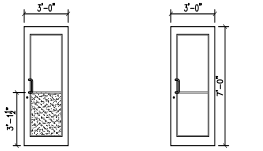
2 NOT USED



3 NEW FLOOR PLAN
1/8" = 1'



6 NEW BASE DETAIL, TYP.
3" = 1' (DEDUCT ALT. NO. 3)



D1
1" INSULATED SAFETY GLASS CLEAR/FROSTED
(6) (14) (15) (16) (18) (19) (20)

D2
1" INSULATED SAFETY GLASS CLEAR
(11) (12) (13) (17)

4 NEW DOOR TYPES
1/4" = 1'

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MIDLAND ANIMAL SHELTER RENOVATION

1200 FAIRGROUNDS ROAD
MIDLAND, TEXAS 79701

SITE LEGEND

REVISIONS
-

DATE ISSUED
August 30, 2013

PROJECT NUMBER
1204

PROJECT ORIENTATION
PLAN NORTH
TRUE NORTH

TITLE
DEMOLITION / NEW FLOOR PLAN

SHEET
A1.1

CEILING/ELECTRICAL/MECHANICAL NEW CONSTRUCTION KEYNOTES

1. NEW LAY-IN FIXTURE; LITHONIA 2 SRT-G-2-32W-FN-A1215GV-MVOLT-GEB10IS-LG
2. NEW INDOOR HEAT PUMP TO MATCH EXISTING UNIT IN ISOLATION ROOM; TOP MTD. AT 7' - 4" A.F.F; 1" CONDENSATE DRAIN DRIP TO GRADE
3. NEW OUTDOOR HEAT PUMP ON ROOF TO SERVE INDOOR UNIT

CEILING/ELECTRICAL/MECHANICAL NEW CONSTRUCTION GENERAL NOTES

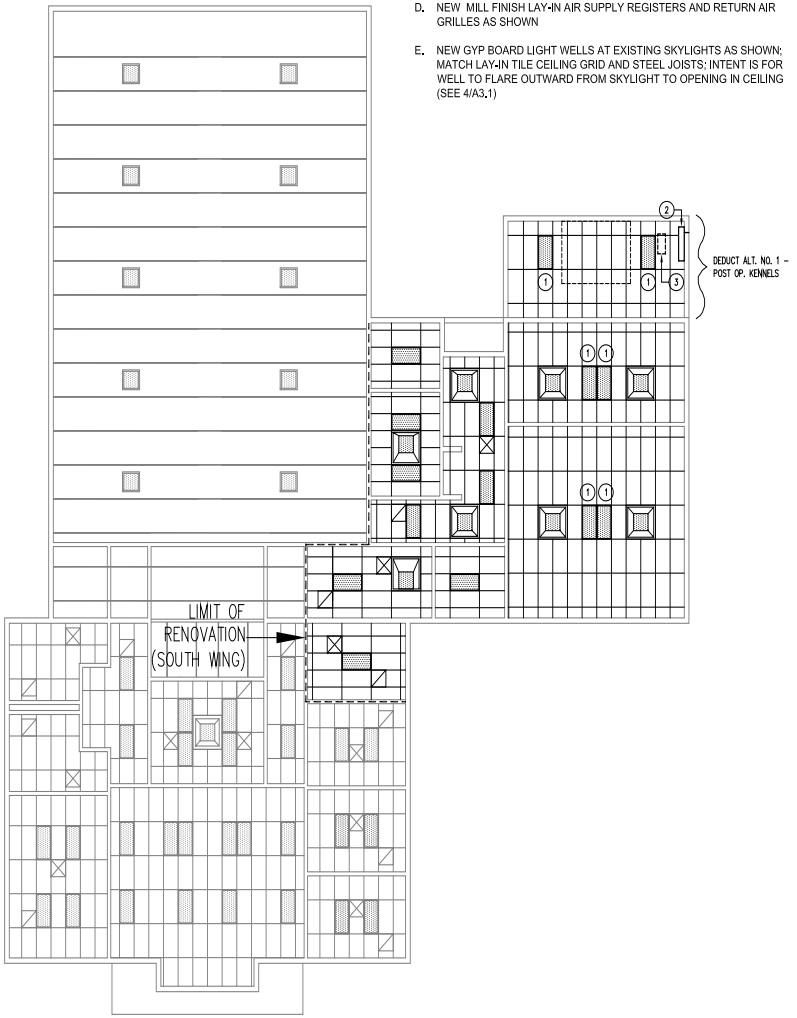
A. NEW 2' x 4' x 1" TECTUM LAY-IN TILE CEILING AT 8' - 8" A.F.F. WITH MILL FINISH GRID AS SHOWN, EXCEPT 2" THIVK IN ISOLATION, QUARANTINE, AND POST OP. KENNELS

B. NEW LAY-IN LIGHT FIXTURES AS SHOWN TO MATCH EXISTING FIXTURE DESIGN, NUMBER OF LAMPS AND LAMP COLOR TEMPERATURE

C. REPLACE EXISTING LINED DUCTWORK WITH UNLINED SUPPLY DUCTWORK IN RENOVATED SPACES; PROVIDE NEW RETURN DUCTWORK IN RENOVATED SPACES

D. NEW MILL FINISH LAY-IN AIR SUPPLY REGISTERS AND RETURN AIR GRILLES AS SHOWN

E. NEW GYP BOARD LIGHT WELLS AT EXISTING SKYLIGHTS AS SHOWN; MATCH LAY-IN TILE CEILING GRID AND STEEL JOISTS; INTENT IS FOR WELL TO FLARE OUTWARD FROM SKYLIGHT TO OPENING IN CEILING (SEE 4/A3.1)



1 NEW REFLECTED CEILING PLAN
1/8" = 1'

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MIDLAND, TEXAS 79701

SITE LEGEND

REVISIONS

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DATE ISSUED

August 30, 2013

PROJECT NUMBER

1204

PROJECT ORIENTATION

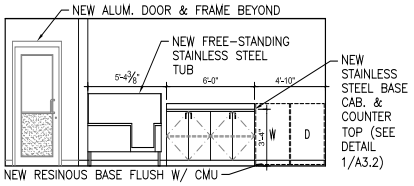
PLAN NORTH | TRUE NORTH

TITLE

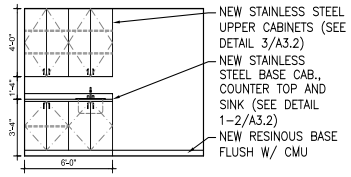
DEMOLITION / NEW RCP

SHEET

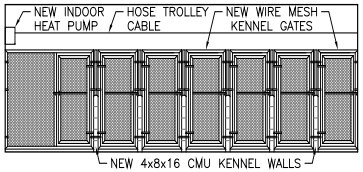
A1.2



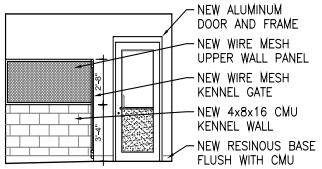
7 NORTH INT. ELEV - INTAKE
1/4" = 1'



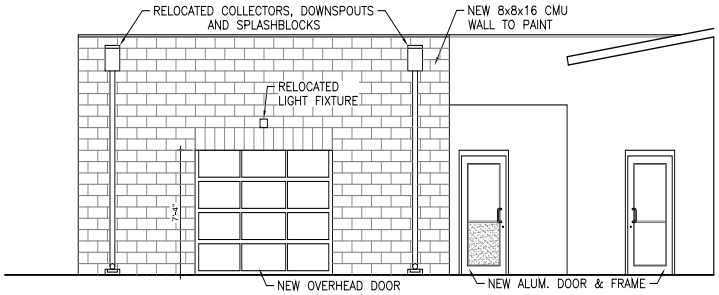
8 SOUTH INT. ELEV. - CAT QUARANTINE
1/4" = 1'



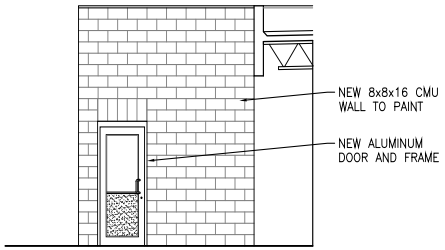
5 EAST INT. ELEV. - NEW POST OP.
1/4" = 1' (DEDUCT ALT. NO. 1)



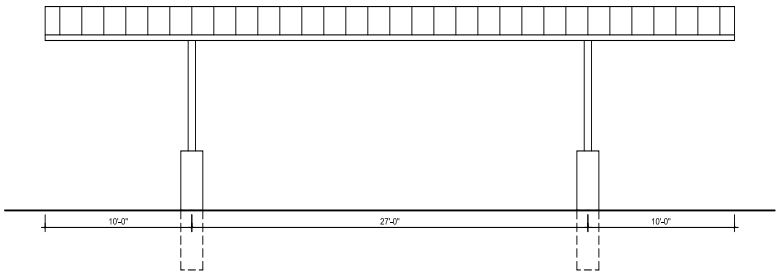
6 NORTH INT. ELEV. - NEW POST OP.
1/4" = 1' (DEDUCT ALT. NO. 1)



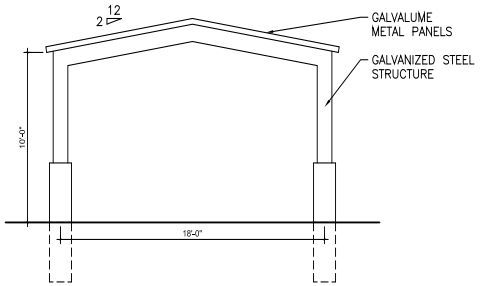
3 EAST BLDG. ELEV. - NEW POST OP.
1/4" = 1' (DEDUCT ALT. NO. 1)



4 NORTH BLDG. ELEV. - NEW POST OP.
1/4" = 1' (DEDUCT ALT. NO. 1)



1 EAST BLDG. ELEV. - NEW COVERED PARKING
1/4" = 1' (DEDUCT ALT. NO. 2)



2 NORTH BLDG. ELEV. - NEW COVERED PARKING
1/4" = 1' (DEDUCT ALT. NO. 2)

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1200 FAIRGROUNDS ROAD
MIDLAND, TEXAS 79701

SITE LEGEND

REVISIONS
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DATE ISSUED
August 30, 2013

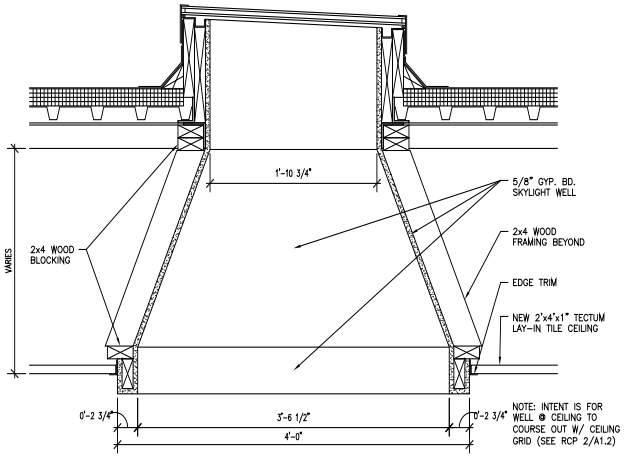
PROJECT NUMBER
1204

PROJECT ORIENTATION

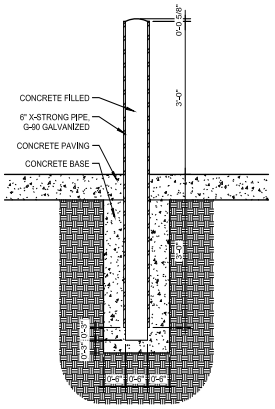
PLAN NORTH | TRUE NORTH

TITLE
BUILDING SECTIONS & INTERIOR ELEVATIONS

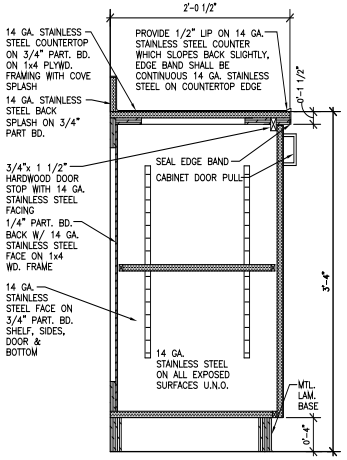
SHEET
A2.1



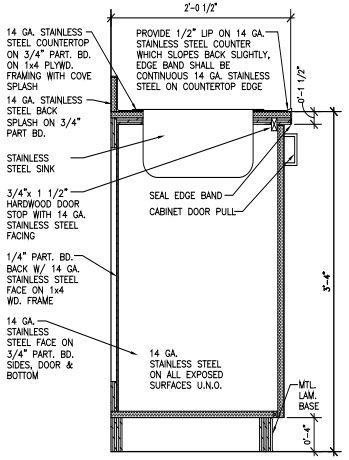
4 TYPICAL SKYLIGHT WELL DETAIL
1 1/2" = 1'



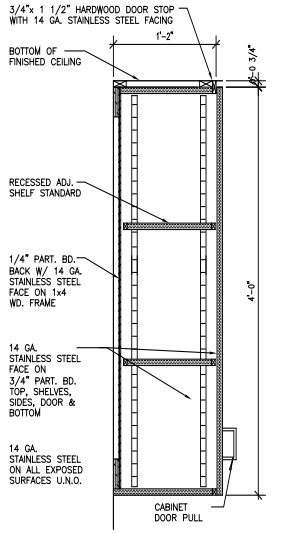
5 TYPICAL BOLLARD DETAIL
3/4" = 1' (DEDUCT ALT. NO. 1)



1 STAINLESS STEEL BASE CABINET
1 1/2" = 1'



2 STAINLESS STEEL BASE CAB. W/ SINK
1 1/2" = 1'



3 STAINLESS STEEL UPPER CABINET
1 1/2" = 1'

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1200 FAIRGROUNDS ROAD
MIDLAND, TEXAS 79701

SITE LEGEND

REVISIONS

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DATE ISSUED

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PROJECT NUMBER

1204

PROJECT ORIENTATION

PLAN NORTH | TRUE NORTH

TITLE

DETAILS

SHEET

A3.1

DEMOLITION ELECTRICAL PLAN KEYNOTES

1. REMOVE EXISTING PHOTOCELL LIGHT FIXTURE AND SAVE FOR REUSE

ELECTRICAL DEMOLITION GENERAL NOTES

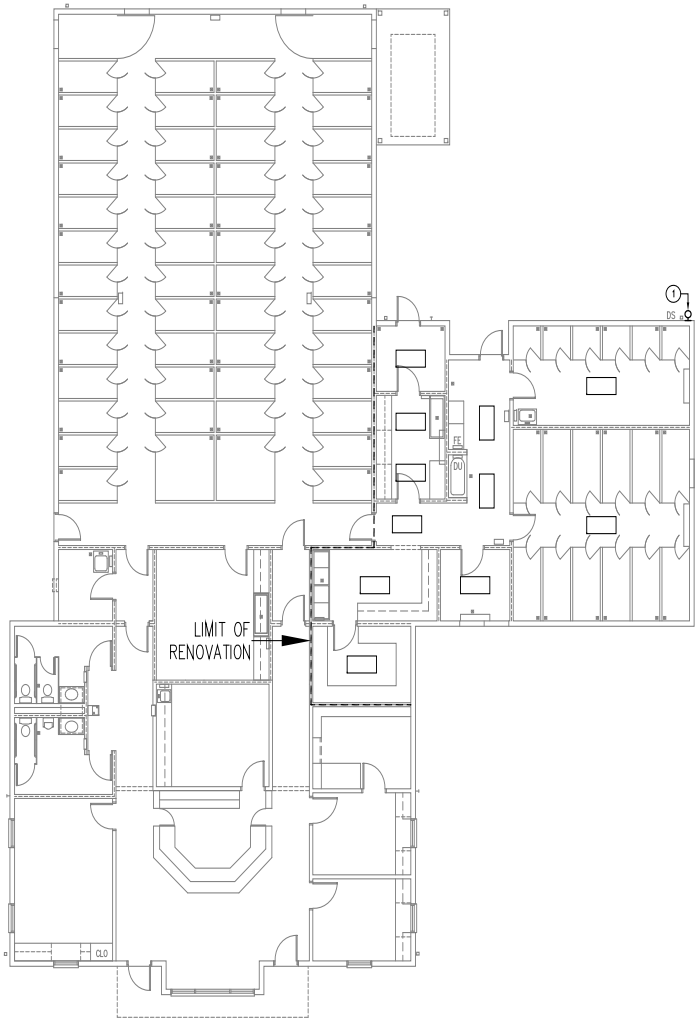
A. REMOVE AND DISCARD EXISTING SUSPENDED FLUORESCENT FIXTURES AS SHOWN WITHIN LIMITS OF RENOVATION

NEW ELECTRICAL PLAN KEYNOTES

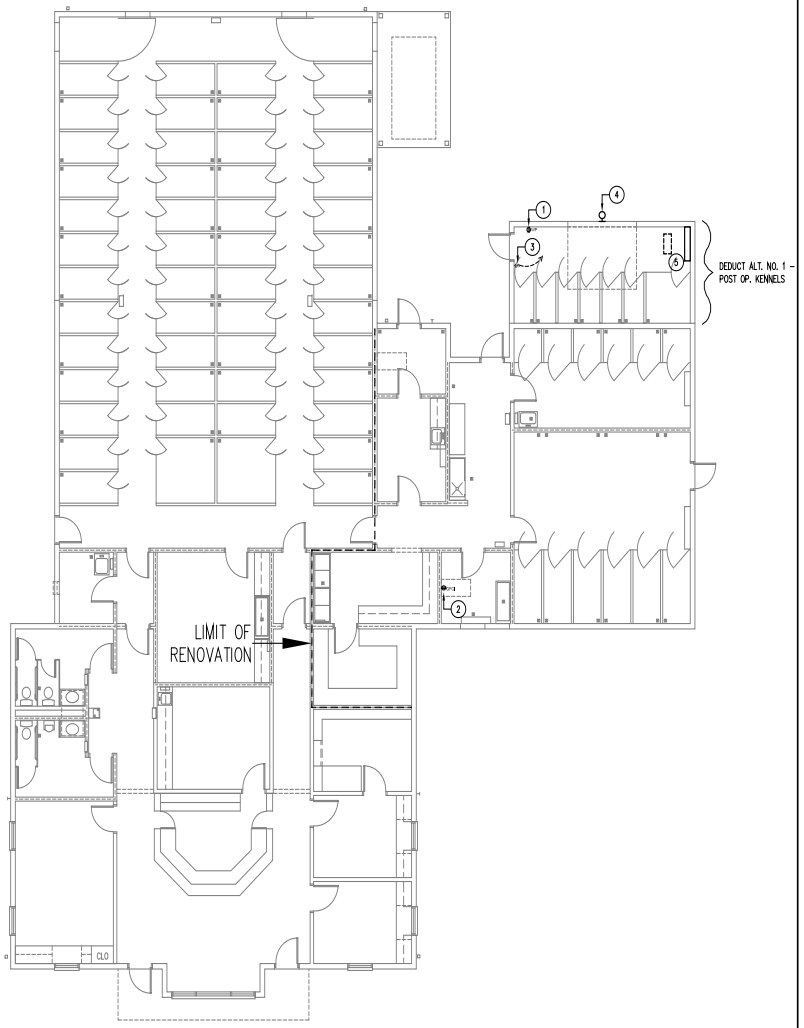
1. NEW DUPLEX RECEPTACLE WITH WATERPROOF COVER AT 20" A.F.F
2. NEW GFCI DUPLEX RECEPTACLE AT 52" A.F.F; CONFIRM MOUNTING HEIGHT PRIOR TO INSTALLATION
3. NEW SWITCH FOR NEW LAY-IN LIGHT FIXTURES
4. RELOCATE EXISTING PHOTOCELL LIGHT FIXTURE
5. POWER TO NEW INDOOR AND OUTDOOR HEAT PUMPS

NEW CONSTRUCTION GENERAL NOTES

A. SEE NEW REFLECTED CEILING PLAN FOR NEW LAY-IN FIXTURE LOCATIONS



1 DEMOLITION ELECTRICAL PLAN
1/8" = 1'



2 NEW ELECTRICAL PLAN
1/8" = 1'

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MIDLAND, TEXAS 79701

SITE LEGEND

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PROJECT NUMBER

1204

PROJECT ORIENTATION

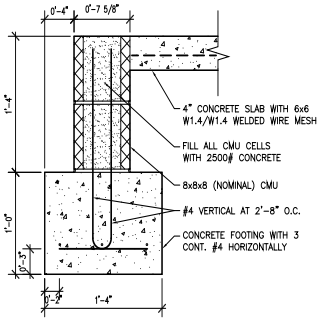
PLAN NORTH | TRUE NORTH

TITLE

DEMOLITION / NEW ELECTRICAL PLAN

SHEET

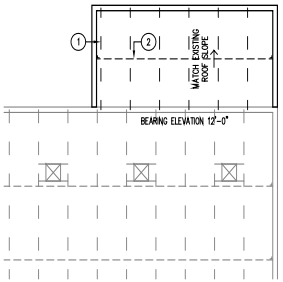
E1.1



4 FOUNDATION DETAIL
1 1/2" = 1' (DEDUCT ALT. NO. 1)

NEW POST OP. ROOF FRAMING PLAN KEYNOTES

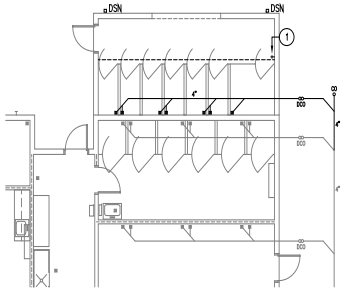
1. NEW STEEL BAR JOISTS TO MATCH EXISTING
2. NEW CONTINUOUS HORIZONTAL BRIDGING TO MATCH EXISTING



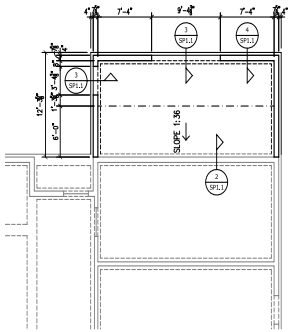
5 NEW POST OP. ROOF FRAMING PLAN
1/8" = 1' (DEDUCT ALT. NO. 1)

NEW POST OP. ROOF FRAMING PLAN KEYNOTES

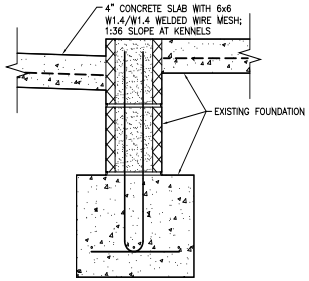
1. NEW HOSE BIB AT 76" A.F.F. FOR HOSE TROLLEY SYSTEM



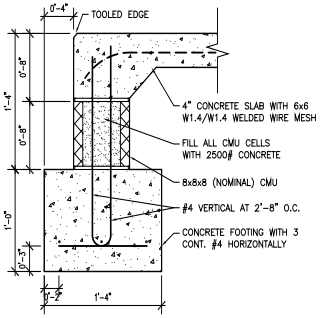
6 NEW POST OP. PLUMBING PLAN
1/8" = 1' (DEDUCT ALT. NO. 1)



1 NEW POST OP. FOUNDATION PLAN
1/8" = 1' (DEDUCT ALT. NO. 1)



2 FOUNDATION DETAIL
1 1/2" = 1' (DEDUCT ALT. NO. 1)



3 FOUNDATION DETAIL
1 1/2" = 1' (DEDUCT ALT. NO. 1)

NOTE:

1. THE INTENT OF THIS PROJECT IS TO MATCH EXISTING MATERIALS AND CONSTRUCTION TECHNIQUES FOR A SEAMLESS APPEARANCE; CONFIRM WITH ARCHITECT IF NOTED OTHERWISE
2. ALL POST OP. WORK IS DEDUCT ALT. NO. 1

SEAL

MIDLAND ANIMAL SHELTER RENOVATION

1200 FAIRGROUNDS ROAD
MIDLAND, TEXAS 79701

SITE LEGEND

REVISIONS

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PROJECT NUMBER

1204

PROJECT ORIENTATION

PLAN NORTH | TRUE NORTH

TITLE

NEW POST OP. STRUCTURAL & PLUMBING

SHEET

SP1.1

EXHIBIT C

Bonding Requirements

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

A certified check, cashier's check, bank money order, issued by a bank satisfactory to the Owner, or a bidder's bond on the form provided, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the owner, must accompany the bidder's proposal, as a guaranty that the bidder will enter a contract and execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Obligee.

*A cash security such as a cashier's check for 100 % of the contract amount may be supplied in lieu of the Performance and Payment Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due for the contract.

BID BOND

THE STATE OF TEXAS §

SURETY NO. _____

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____

_____

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

_____

_____

(hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, 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 submitted a Bid or Proposal to enter into a certain written Contract with the obligee to_____

_____.

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

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

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

IN WITNESS THEREOF, THE SAID PRINCIPAL AND SURETY do sign and seal this instrument, this _____ day of _____, 20____.

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

PAYMENT BOND

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____,

_____

of the City of_____ County of_____,

and State of_____ as Principal, and _____

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

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

_____,

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

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

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

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

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

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

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

_____	_____
Principal	Surety
By_____	By_____
Address_____	Address_____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

PERFORMANCE BOND

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____.

(hereinafter called the principal(s)), as principal(s), and _____

_____,

(hereinafter called the Surety(s)), as Surety(s), are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), the amount of _____DOLLARS, ($_____) for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20____, to furnish and deliver the following equipment:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

SPECIFICALLY including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, as well as the Principals primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications,

instructions to bidders, general and special conditions and other contract documents, including any addendums thereto, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

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

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

_____	_____
Principal	Surety
By_____	By_____
Address_____	Address_____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

EXHIBIT "D"

PREVAILING WAGE RATE SCHEDULE
BUILDING CONSTRUCTION TRADES
as of July 24, 2009
Attorney General, General Decision TX20080297

Classification	**Rate/hr**	**Fringes**
Acoustical Installers	$ 11.18	
Boilermaker	$ 26.02	$ 13.66
Bricklayers	$ 18.00	
Carpenters (Including Metal Stud Installation and Drywall Hanging)	$ 15.17	
Cement Mason/ Concrete Finisher	$ 13.89	
Drywall Hangers	$ 11.08	
Electrician	$ 13.63	$ 1.25
Elevator Mechanics	$ 32.66	18.285+a
Forklift Operator	$ 22.70	$ 9.35
HVAC mechanic (set unit only)	$ 10.00	
Ironworkers (reinforcing)	$ 20.90	$ 4.60
Ironworkers (structural)	$ 10.84	
Laborers, Common or General	$ 8.67	
Laborer, Mason Tender - Brick	$ 9.13	
Operator, Backhoe/ Excavator	$ 13.81	
Operator, Blade/ Grader	$ 12.97	
Operator, Front End Loader	$ 12.23	
Painter (Including Drywall Finishing)	$ 15.81	$ 4.56
Plasterer	$ 14.00	
Plumber (Including HVAC Work)	$ 19.20	$ 6.55
Roofer	$ 12.06	
Sheet Metal Worker (Including HVAC Work)	$ 10.00	
Sprinkler Fitters	$ 12.00	
Tile Setter	$ 8.50	
Truck Driver	$ 10.15	
Welders	*	

*Welders receive the rate prescribed for the craft performing the operation to which welding is incidental.

a under 5 years employment, 6% of BHR, over 5 years employment, 8%BHR.
Paid Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Labor Day, Thanksgiving Day, The Friday after thanksgiving and Christmas Day.

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

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.

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.

More information, additional forms, instructions and FAQs are available at: http://www.ci.midland.tx.us/Purchasing/HB914.htm and click the appropriate link.

A copy of the form is attached. A fill-in version is available from the above web-site.

For a current list of the City Elected Officials go to: http://www.ci.midland.tx.us and choose City Government from the left side bar, then click Mayor and Council.

For a current list of the City Management Staff go to: http://www.ci.midland.tx.us and choose City Government from the left side bar, then click City Manager's Office.

If you have previously submitted a form, it is NOT necessary to send another, unless the status has changed. If submitting due to change in previous status, please note change in status on the front of the form.
Upon completion of the form, sign and submit with bid or mail to:
City of Midland
Attn: City Secretary
P. O. Box 1152
Midland, Texas 79702

Upon completion of the form, sign and mail to City Secretary, P.O. Box 1152, Midland, TX 79702

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

OFFICE USE ONLY
Date Received

1 **Name of person doing business with local governmental entity.**

_____

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.**

_____

_____

_____

_____

_____

4 **Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.**

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

Adopted 11/02/2005

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

5 **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐Yes ☐ No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

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:

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

Local Address (must be within the City limits): _____

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

CERTIFICATE OF INSURANCE:

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE APPROVED BY THE POLICIES BELOW.
INSURANCE COMPANY PHONE	COMPANIES AFFORDING COVERAGE
INSURED VENDOR COMPANY	COMPANY LETTER A COMPANY NAME COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E

>COVERAGES**********

THIS IS TO CERTIFY THAT 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 THE 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 TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GEN LIABILITY [ ] CLAIMS MADE [X] OCC. [ ] OWNER'S & CONTRACTOR'S PROTECTIVE PROTECTIVE [ ] [ ]	ABC123456789	00/00/00	00/00/00	GENERAL AGGREGATE PROD-COMP/OP AGG. PERS. & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE [ANY ONE FIRE] MED EXPENSE [ANY ONE PERSON]	1000000* 1000000* 500000* 500000* 50000* 5000*
A	AUTOMOBILE LIAB [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [ ] GARAGE LIABILITY [ ]	ABC123456789	00/00/00	00/00/00	COMB. SINGLE LIMIT BODILY INJURY [EACH PERSON] BODILY INJURY [PER ACCIDENT] PROPERTY DAMAGE	250000*
	EXCESS LIABIL8ITY [ ] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	
A A	WORKERS' COMP AND EMPLOYERS' LIAB	ABC123456789 ABC123456789	 	00/00/00 00/00/00	{STATUTORY LIMITS} EACH ACCIDENT DISEASE-POL. LIMITS DISEASE-EACH EMP.	 100000* 500000* 100000*
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS/ VEHICLES/ SPECIAL ITEMS

The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Contractor and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance.

> CERTIFICATE HOLDER <********** > CERTIFICATE HOLDER <**********

City of Midland
P.O. BOX 1152
MIDLAND, TX
79702-1152

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ~~30~~ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

--------ACORD 25-S (2001/08) *Insurance limits should be adjusted to the amounts required by the attached contract.----------

NOTE: The wording under "Description of Operations", must appear exactly as shown above. Otherwise it will be rejected and contract execution will be delayed until a properly wor 6.80 certificate is received.

NOTICE TO BIDDERS

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

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

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

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

City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 9/10/2013

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution approving the sole source purchase of 9 - Edge 2-4N-TX Camera Processors, 8 - Vector Detector Assemblies, 4 - Vector 2 channel processors and 1 - Vector setup tool iPad from Iteris, Inc. of Santa Ana, California for the Transportation Division.

Purpose:

Approval of the purchase of equipment necessary for the maintenance for the City's traffic signal system.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

$80,900.00 General Fund

Discussion:

Iteris, Inc. of Santa Ana, California is the sole distributor of Iteris Vantage and Vector products in Texas. This equipment will be used to replace unserviceable and outdated equipment within the City's traffic signal system. Please see the attached memo from Gary Saunders, Transportation Manager, for additional information.

Therefore, please consider approval of a resolution authorizing the purchase of 9 - Edge 2-4N-TX Camera Processors, 8 - Vector Detector Assemblies, 4 - Vector 2 channel processors and 1 - Vector setup tool iPad from Iteris, Inc. of Santa Ana, California for a total cost of $80,900.00.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PURCHASE OF NINE (9) EDGE 2-4N-TX CAMERA PROCESSORS, EIGHT (8) VECTOR DETECTOR ASSEMBLIES, FOUR (4) VECTOR 2 CHANNEL PROCESSORS, AND ONE (1) VECTOR SETUP TOOL IPAD, FROM ITERIS, INCORPORATED, OF SANTA ANA, CALIFORNIA, FOR THE TRANSPORTATION DIVISION; SAID PURCHASE WAS NOT BID BUT PURCHASED AS A SOLE SOURCE; AND THE COSTS FOR THE RADIOS SHALL BE APPROXIMATELY $80,900.00

WHEREAS, the City Manager approved the single source bid for nine (9) Edge 2-4N-TX Camera Processors, eight (8) Vector Detector Assemblies, four (4) Vector 2 Channel Processors, and one (1) Vector Setup Tool iPad ("Traffic Equipment") for the Transportation Division; and

WHEREAS, the single source provider, Iteris, Inc., of Santa Ana, California, submitted a total bid for said Traffic Equipment in the estimated amount of $80,900.00, as shown on the quote sheet attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, said Traffic Equipment is proprietary in nature and incompatible with other third party equipment in the market; and

WHEREAS, the City Council finds the price proposed for said Traffic Equipment from said supplier to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase said Traffic Equipment from Iteris, Inc.;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase said Traffic Equipment at a total estimated cost of $80,900.00.

SECTION TWO. That the City Treasurer is hereby authorized and directed to pay Iteris, Inc., for said Traffic Equipment at a price not to exceed $80,900.00, from funds available in the Fiscal Year 2012 – 2013 General Fund (001) Engineering Services (080)

Transportation (0085) budget upon proper receipt of invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

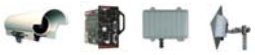
_____
Robert Patrick, General Services Director

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

JOHN DRAKE
1700 Carnegie Ave. Suite 100
Santa Ana, CA 92705-5551
Phone: (512)592-9567
email: jgd@iteris.com, web site: www.iteris.com

EQUIPMENT QUOTE
Quote #: 080913-1-JGD

Eric Johnson **ejohnson@midlandtexas.gov** **Midland, City of** **1602 Orchard Ln, Building 3,** **Midland, TX 79701**	SIEMENS TITAN WIRELESS 

Agency: MIDLAND
Project Name: VECTOR

August 26, 2013

ITEM #	DESCRIPTION	NOTES	QTY	SUPPLIER	UNIT PRICE		EXT. PRICE
VECTOR	VECTOR DETECTOR ASSEMBLY		8		$3,730.00		$29,840.00
VECTOR-EDGE2-2N	VECTOR 2 CHANNEL PROCESSOR		4		$2,350.00		$9,400.00
VEC-SETUPTOOL-TAB	VECTOR SETUP TOOL IPAD		1		$800.00		$800.00
EDGE2-4N-TX	Iteris Vantage Edge2 Processor - 4 Camera Input, 24VDC		9		$4,540.00		$40,860.00
Fax or email Purchase Orders to: Marilyn Holden, (949) 270-9441, mdh@iteris.com, please include quote number on your purchase order					SUBTOTAL		$80,900.00
Quote Terms: Net 30 days, subject to credit approval and Iteris Standard Terms & Conditions unless negotiated in writing with Iteris, Inc. prior to purchase.					FREIGHT		PPD
Prices are valid for 30 days from the date of quote unless extended in writing.					TAX		0.00%
FOB Destination, freight included, does not include insurance. Equipment from this quote may only be installed in the State of Texas.					DISCOUNT		0.00%
This quotation and any resulting order are subject to Iteris' Roadway Sensor Products Standard Terms and Conditions of Sale attached hereto or available at http://www.iteris.com/RS_Std_TC.pdf, which are incorporated herein by this reference.					TOTAL		$80,900.00

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: **September 10, 2013**

TO: **CITY COUNCIL/CITY MANAGER**

FROM: **Gary Saunders, Transportation Manager**

SUBJECT: **Resolution** authorizing the purchase of 9-Edge 2 -4N-TX Camera Processors, 8-Vector Detector Assemblies, 4-Vector 2 channel processors and 1-Vector setup tool iPad from Iteris, Inc., Santa Ana, California.

Purpose:

Consider a resolution authorizing the purchase of 9-Edge 2 -4N-TX Camera Processors, 8-Vector Detector Assemblies, 4-Vector 2 channel processors and 1-Vector setup tool iPad from Iteris, Inc., Santa Ana, California for a total cost of $80,900.00.

Recommended City Council Action

X Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

$80,900.00 from the General Fund.

Discussion:

The Legal Department has prepared a resolution authorizing the purchase of 9-Edge 2 -4N-TX Camera Processors, 8-Vector Detector Assemblies, 4-Vector 2 channel processors and 1-Vector setup tool iPad from Iteris, Inc., Santa Ana, California for a total cost of $80,900.00.

These items are necessary to the operation and maintenance of the City of Midland Traffic Signal System and will replace existing old equipment no longer serviceable.

This equipment will also provide for collection of continuous traffic count data throughout the year.

Staff recommends approval of this resolution.

August 26, 2013

To Whom It May Concern:

Iteris, Inc. is the sole distributor of the Iteris Vantage product line which includes the Vector sensor in the State of Texas. We are responsible for the Sales, Service, Support and Warranty concerns in Texas. Your primary contacts here are Nader Ayoub, P.E (naa@iteris.com), Fidel Garza (fgarza@iteris.com) and I.

Our **Iteris Edge2 Processors** video detection algorithms are designed specifically for use with our **Iteris Cameras** and **Vector Sensors**

If you have any questions with regard to our equipment line, please feel free to contact any of us to purchase Iteris equipment or for any other engineering services we can provide you.

Thank you for your continued support and loyalty.

Sincerely,

Kirk Barnes

Kirk Barnes, P.E.
Regional Sales Manager - Texas
Roadway Sensors - Iteris, Inc.
Cell 979.571.6120
Fax 512.600.0180
keb@iteris.com

City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 9/10/2013

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution approving plans and specifications and authorizing advertisement for bids for concession stand expansion and rebidding the indoor batting cage facility at the Scharbauer Sports Complex for the Community Services Department.

Purpose:

Approval of a resolution approving plans and specifications and authorizing advertisement for bids for concession stand expansion and rebidding the indoor batting cage facility at the Scharbauer Sports Complex.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Funding is not required at this time.

Discussion:

This will be the second re-bid of the batting cage facility at Citibank Ballpark in the Scharbauer Sports Complex. We combined the concession stand expansion with the re-bid of the batting cage facility to increase the scope of work thereby increasing the economy of scale. Please see the attached memo from Tina Jauz, Community Services Director, for further discussion.

Therefore, please consider a resolution approving plans and specifications and authorizing advertisement for bids for concession stand expansion and the rebid of the indoor batting cage facility at the Scharbauer Sports Complex.

RESOLUTION NO. _____

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR CONCESSION STAND EXPANSION AND AN INDOOR BATTING CAGE FACILITY AT THE SCHARBAUER SPORTS COMPLEX

WHEREAS, plans and specifications have been prepared for expansion of the concession stand(s) and construction of an indoor batting cage facility at the Scharbauer Sports Complex; and

WHEREAS, the City Council finds it to be in the public interest to approve said plans and specifications, and authorizes the City Manager to advertise for competitive bids;

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

SECTION ONE. That the plans and specifications for expansion of the concession stand(s) and construction of an indoor batting cage facility at the Scharbauer Sports Complex are hereby approved, those plans and specifications being substantially in the form as those on file with the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That the City Manager, or his designee, is hereby authorized to advertise for competitive bids for said work, pursuant to the statutes of the State of Texas for accomplishing the work set forth in the above approved plans and specifications.

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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, General Services Director

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

Project Manual

Scharbauer Sports Complex

Concession Stand Expansion

New Indoor Batting Cage Facility

Midland, Texas

COM #: 6957-14

August 2013 REBID

PSC Project # 03979512

03979612

PARKHILLSMITH&COOPER

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Davis Bacon Wage Rates

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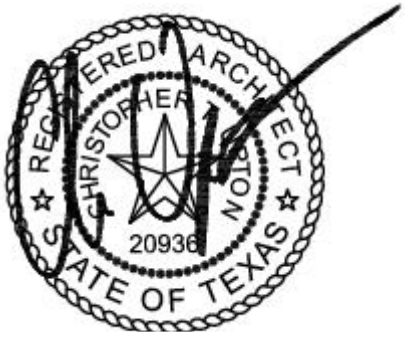

08/28/13

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GC-02	Contractor	GC-1
GC-03	Architect/Engineer	GC-1
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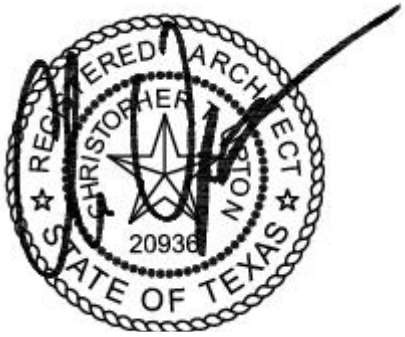

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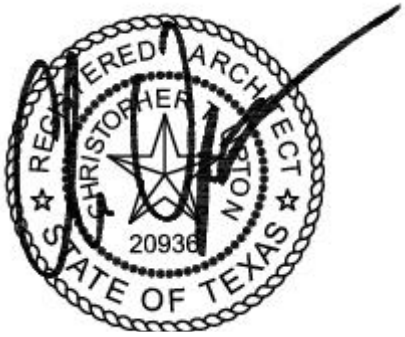

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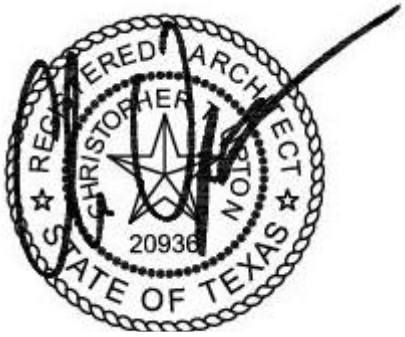
TECHNICAL SECTIONS

CONCESSION STAND (CS)
INDOOR BATTING CAGE FACILITY (IBCF)

			CS	IBCF	Combined CS IBCF
DIVISION 1 - GENERAL REQUIREMENTS					
01100	Summary				●
01200	Price and Payment				●
01300	Administrative Requirements				●
01330	Submittal Procedures				●
01400	Quality Requirements				●
01410	Testing Laboratory Services				●
01420	Reference Standards				●
01500	Temporary Facilities and Controls				●
01600	Product Requirements				●
01700	Execution Requirements				●

			CS	IBCF	Combined CS IBCF
DIVISION 2 – SITE WORK					
02225	Trenching and Backfilling		●		
02230	Site Clearing				●
02300	Earthwork				●
02350	Earth Moving				●
02521	Concrete Paving				●
02523	Concrete Curbs and Gutters				●
02732	Sanitary Sewage Utilities		●		

			CS	IBCF	Combined CS IBCF
DIVISION 3 – CONCRETE					
03300	Cast-In-Place Concrete				●



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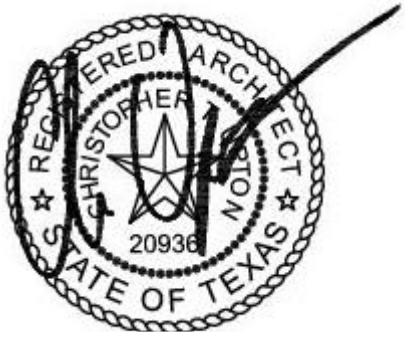
DIVISION 4 – MASONRY			CS	IBCF	Combined CS IBCF
04720	Cast Stone				●
04810	Unit Masonry Assemblies				●

DIVISION 5 – METAL			CS	IBCF	Combined CS IBCF
05120	Structural Steel				●
05210	Steel Joists				●
05310	Steel Deck				●
05500	Metal Fabrications				●
05580	Formed-Metal Fabrications				●
05810	Architectural Joint Systems				●

DIVISION 6 – WOOD AND PLASTICS			CS	IBCF	Combined CS IBCF
06105	Miscellaneous Carpentry				●
06160	Sheathing				●

DIVISION 7 – THERMAL AND MOISTURE PROTECTION			CS	IBCF	Combined CS IBCF
07190	Water Repellents				●
07210	Building Insulation				●
07552	SBS-Modified Bituminous Membrane Roofing				●
07620	Sheet Metal Flashing and Trim				●
07720	Roof Accessories				●
07910	Joint Sealants				●



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DIVISION 8 – DOORS AND WINDOWS		CS	IBCF	Combined CS IBCF
08110	Steel Doors and Frames			●
08330	Overhead Coiling Doors	●		
08711	Door Hardware			●

DIVISION 9 – FINISHES		CS	IBCF	Combined CS IBCF
09511	Acoustical Panel Ceilings			●
09780	Floor Sealer			●
09810	Ferrous Metal Special Coatings			●
09910	Painting			●

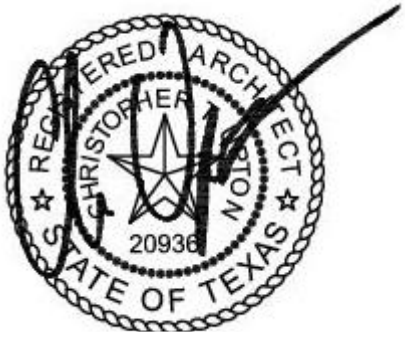
DIVISION 10 - SPECIALTIES

Not Used

DIVISION 11 – EQUIPMENT		CS	IBCF	Combined CS IBCF
11485	Sport Net Recreational Equipment		●	

DIVISIONS 12 – 14

Not Used



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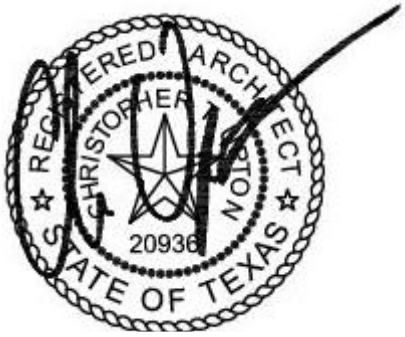
DIVISION 15 – MECHANICAL			CS	IBCF	Combined CS IBCF
15000	General Mechanical Requirements				●
15050	Basic Mechanical Materials and Methods				●
15060	Hangers and Supports				●
15075	Mechanical Identification				●
15080	Mechanical Insulation				●
15150	Sanitary Waste and Vent Piping				●
15410	Plumbing Fixtures		●		
15736	Packaged Rooftop Air Conditioning Units Small Capacity			●	
15760	Infrared Heaters		●		
15810	Ducts				●
15820	Duct Accessories				●
15830	Fans		●		
15950	Testing, Adjusting and Balancing				●

DIVISION 16 – ELECTRIICAL			CS	IBCF	Combined CS IBCF
16000	Basic Electrical Methods				●
16111	Conduit				●
16123	Building Wire and Cable				●
16130	Boxes				●
16140	Wiring Devices				●
16170	Grounding and Bonding				●
16180	Equipment Wiring Systems				●
16190	Supporting Devices				●
16195	Electrical Identification				●
16441	Enclosed Switches				●
16481	Enclosed Motor Controllers				●
16510	Interior Luminaires				●



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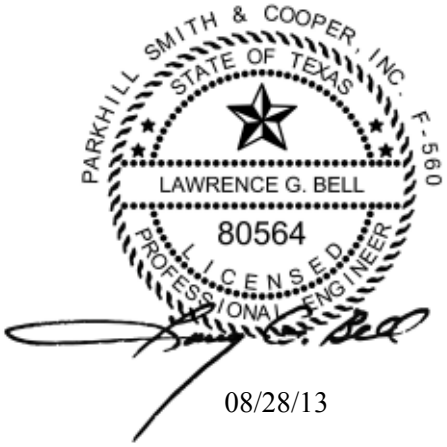
DESIGN PROFESSIONAL RESPONSIBILITY

The specification sections authenticated by my seal and signature are limited to the following:

DIVISION 2 – SITE WORK

02225	Trenching and Backfilling
02230	Site Clearing
02350	Earth Moving
02521	Concrete Paving
02523	Concrete Curbs and Gutters
02732	Sanitary Sewage Utilities



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DESIGN PROFESSIONAL RESPONSIBILITY

The specification sections authenticated by my seal and signature are limited to the following:

DIVISION - SITE WORK

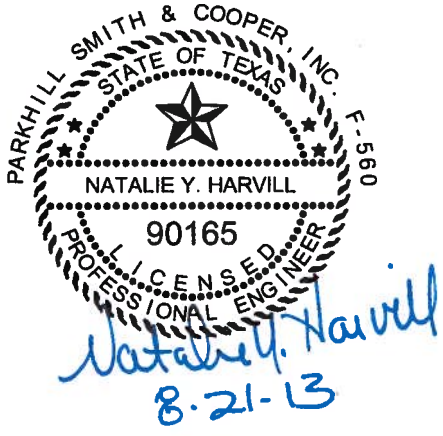
02300 Earthwork

DIVISION 3 - CONCRETE

03300 Cast-in-Place Concrete

DIVISION 5 - METAL

05120 Structural Steel
05210 Steel Joists
05310 Steel Deck



DESIGN PROFESSIONAL RESPONSIBILITY

The specification sections authenticated by my seal and signature are limited to the following:

DIVISION 15 - MECHANICAL

15000	General Mechanical Requirements
15050	Basic Mechanical Materials and Methods
15060	Hangers and Supports
15075	Mechanical Identification
15080	Mechanical Insulation
15150	Sanitary Waste and Vent Piping
15410	Plumbing Fixtures
15736	Packaged Rooftop Air Conditioning Units Small Capacity
15760	Infrared Heaters
15810	Ducts
15820	Duct Accessories
15830	Fans
15950	Testing, Adjusting and Balancing

DESIGN PROFESSIONAL RESPONSIBILITY

The specification sections authenticated by my seal and signature are limited in the following:

DIVISION 16 - ELECTRICAL

16000	Basic Electrical Methods
16111	Conduit
16123	Building Wire and Cable
16130	Boxes
16140	Wiring Devices
16170	Grounding and Bonding
16180	Equipment Wiring Systems
16190	Supporting Devices
16195	Electrical Identification
16441	Enclosed Switches
16481	Enclosed Motor Controllers
16510	Interior Luminaires

08/28/2013

ADVERTISEMENT FOR BIDS

1.1 OWNER:

City of Midland, Texas

1.2 PROJECT:

Scharbauer Sports Complex
Concession Stand Expansion
New Indoor Batting Cage Facility

1.3 ARCHITECT:

Parkhill, Smith & Cooper, Inc.
Engineers ■ Architects ■ Planners
1700 W. Wall, Suite 100
Midland, Texas 79701
Phone: 432.697.1447

1.4 DESCRIPTION:

A. City of Midland will receive sealed bids for the projects noted above. You are invited to submit a stipulated sum bid on the attached forms for furnishing of all labor, materials, services and equipment necessary for and incidental to the project as called for on the Drawings and in the Project Manual.
B. A contract will be awarded based on the lowest total combined bid for the project, or any combination of Base Bid and Additive Alternate.

1.5 BASIS OF BIDS

A. Bids shall be made on a stipulated sum basis on the attached forms for furnishing of all labor, materials, services and equipment necessary for and incidental to the project as called for on the Drawings and in the Project Manual.

1.6 SUBMISSION OF BIDS

A.	Address to:	Honorable Mayor and City Council City of Midland, Texas Proposal for Scharbauer Sports Complex
B.	Location:	300 N. Loraine Midland, TX 79701
C.	Date:	October 9, 2013
D.	Time:	2:00 PM C.S.T.

1.7 BID DOCUMENTS

A. Bid Documents may be examined at the Architect's office and at the following plan rooms:
   1. McGraw-Hill Construction/Dodge Reports
      8302 Indiana Ave. #12
      Lubbock, TX 79423
      806.793.0949
      kimmccallon@mcgraw-hill.com
   2. AGC Plan Room
      1030 Andrews Hwy., Suite 105
      Midland, Texas 79701
      432.520.2220
      midland@wtagc.com
   3. Odessa Plan Room
      2706 Henderson
      Odessa, Texas 79764
      432.337.0912
      odessaplanroom@gmail.com
   4. Reed Construction Data
      30 Technology Pkwy S. Ste 500
      Norcross GA 30092
      dan.armstrong@reedbusiness.com

B. Bidders may secure copies of Bid Documents from Parkhill, Smith & Cooper, Inc., Engineers ■ Architects ■ Planners, 1700 W. Wall, Suite 100, Midland, Texas 79701 as follows:
   1. Download documents (.PDF file extension format) from PSC's Info Exchange web site after registering as a plan holder with issuing PSC office. There is no cost or deposit required for this option.
   2. One set of paper copies upon deposit of $75.00 per set. Deposit is refundable provided documents are returned. Return documents as stipulated in Instructions to Bidders.
   3. Unlimited number of digital copies (.PDF file extension format) upon a non-refundable cost of $18.48 per each CD, plus applicable sales tax.

C. Subcontract Bidders may secure copies of the Bid Documents from Parkhill, Smith & Cooper, Inc., Engineers ■ Architects ■ Planners, 1700 W. Wall, Suite 100, Midland, Texas 79701 as follows:
   4. Download documents (.PDF file extension format) from PSC's Info Exchange web site after registering as a plan holder with issuing PSC office. There is no cost or deposit required for this option.
   5. One set of paper copies upon deposit of $75.00 per set. Deposit is refundable provided documents are returned. Return documents as stipulated in Instructions to Bidders.
   6. Unlimited number of digital copies (.PDF file extension format) upon a non-refundable cost of $18.48 per each CD, plus applicable sales tax.

C. Deposit shall be Company check or cashier's check made payable to Parkhill, Smith & Cooper, Inc.

D. No partial sets will be issued.

E. Bid Documents (paper and digital) will be shipped pre-paid to the requester. Digital Bid Documents will not be e-mailed.

F. Additional Bid Documents may be purchased by any Bidder upon payment (non-refundable) of the following:
   1. Complete Set of paper Bid Documents: $75.00 per set, plus applicable sales tax.
   2. Complete set of digital Bid Documents: $18.48 per each CD, plus applicable sales tax.

1.8 ADDENDA

A. Addenda will be issued to document holders by one of the two following methods:
   1. E-mail notification to document holder with link to download addenda from PSC's Info Exchange web site.
   2. For document holders not having e-mail address, addenda may be picked up at the issuing PSC office, or mailed via the United States Postal Service (USPS).
B. Addenda will not be faxed to document holders.

1.9 BID SECURITY

A. Bid security in the sum of 5% of the total bid amount and in the form of a cashier's check, certified check or Surety Proposal Bond, shall accompany all bids as stipulated in the Instruction to Bidders.

1.10 OPENING OF BIDS

A. Bids will be publicly opened and read aloud at the City of Midland City Hall immediately after closing of bid time.

1.11 FORMALITIES

A. The Owner reserves the right to waive irregularities and to reject all bids.

END OF SECTION

INSTRUCTIONS TO BIDDERS

IB-1. BID FORMS

Bid shall be submitted on the Proposal form in the bound specifications.

In addition to the completed Proposals, bid forms shall include Bid Security, Financial Statement, and other specified documents. Failure to submit a complete bid as specified will be considered as sufficient cause for rejection of the bid.

IB-2. PREPARATION OF PROPOSALS

All blanks in the forms shall be filled in or marked "N.A." (Not Applicable) and all required information shall be included with the Proposals. Bid prices shall be written in ink and shall be shown both in written words and figures. Receipt of all addenda issued shall be acknowledged in the space provided on the addendum. Each addendum received and the Bid Security shall be enclosed with the Proposal. The Proposal and accompanying documents shall be enclosed in a sealed envelope, addressed to the Honorable Mayor and City Council, City of Midland, Texas marked "Proposal for Scharbauer Sports Complex #6957-14" with the name and address of the Bidder also shown thereon.

IB-3. EXPERIENCE RECORD AND FINANCIAL STATEMENT

The Experience Record included herein, shall be filled in, showing completed jobs, of a similar nature to the one covered by the Proposal, and the work in progress with contract and bond amounts and percent complete.

A sworn statement of the current financial condition of the Bidder shall also be enclosed with the Proposal, in order to provide the Owner with information relative to the responsibility of bidders and their ability to finance and construct the work. This statement shall be enclosed with the Proposal in a separate envelope and will be returned to the Bidder upon return of his bid security.

IB-4. BID SECURITY

Each proposal must be accompanied by a Bid Bond, Certified Check, or cash in the amount of not less than five percent of the maximum bid submitted, payable without recourse to the City of Midland, Texas. If a Bid Bond is submitted as bid security, it shall be executed by an approved surety company authorized to do business in the State of Texas, and accepted according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States of America. Such bid security shall be so conditioned that if the Bidder is awarded the Contract and is unable or fails to furnish performance and payment bonds and execute the Contract within ten days after date of award, the security shall revert to the Owner as compensation for damages which the Owner suffers because of such failure by the Bidder.

IB-5. PERFORMANCE AND PAYMENT BONDS

With the execution and delivery of the contract documents, the Contractor shall furnish, on the forms provided herein, bonds, as required by the General Conditions, in the sum of 100% of the total contract price, executed by an approved surety company authorized to do business in the State of Texas, and accepted according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States of America. Performance and Payment Bonds submitted shall be in compliance with Chapter 2253 of the Texas Government Code.

IB-6. INTERPRETATION OF BIDS

No bid will be considered which fails to supply all information indicated, or which has any limitation or provisions placed upon it by the Bidder. In case of a difference between the written words and the figures in the Proposal, the amount stated in written words will be considered as the bid price, without recourse on the part of the Contractor. In case of ambiguity or lack of clearness in the Proposal, the Owner will adopt the most advantageous construction thereof or reject the bid. The Owner reserves the right to accept or reject

any or all bids, if it is deemed to be in the best interest of the public. Further, the Owner reserves the right to reject any bids because of irregularity or to waive such irregularity if such action is in the public interest.

IB-7. DISPOSITION OF BIDS

The Owner expects to make award of the contracts as soon as possible after the opening of bids, but specifically reserves the right to hold all Proposals for a period not to exceed ninety (90) days, before making an award. No Proposal, having been opened, may be withdrawn prior to expiration of this one hundred twenty day period. Bid security of all but the successful Bidder will be returned upon making an award.

The Owner and Bidder agree that, if the Contract is awarded, that is 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, Owner reserves the 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.

IB-8. EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

Prior to submission of a Proposal, each Bidder shall have made a thorough examination of the site of work and of the plans and specifications, and shall become informed as to the location and nature of the proposed construction, labor conditions and all other matters that may affect the cost and time of completion of the work upon which he bids. Bidders shall make such investigations of the nature of the project as they deem necessary and shall assume all responsibility for fully informing themselves of the character of materials which will be encountered. The submission of a Proposal shall be prima facie evidence that the Bidder has made such an examination. Contact Michele James, Recreation Superintendent (432) 685-7379 to schedule a site examination visit.

IB-9. INTERPRETATION OF SPECIFICATIONS PRIOR TO BIDDING

Any questions arising during the advertising period as to the meaning or intent of the specifications will be answered by an addendum which will be sent to all who have placed a deposit and have been furnished plans and contract documents. The Engineer/Architect shall receive requests for clarifications to specifications and plans at least three (3) days prior to the date for receipt of bids.

The receipt of each addendum shall be acknowledged by the Bidder in the space provided and each addendum shall be enclosed with the Proposal when it is submitted. All addenda shall become a part of these contract documents.

IB-10. AVAILABILITY OF PLANS

A. For Bidders

It is intended that all parties with an interest in the type of work included in the project covered by these documents be given a reasonable opportunity to examine the documents and prepare a bid or subbid. Documents may be examined without charge as noted in the Advertisement for Bids. Complete sets of documents may be obtained from the Engineer upon request, accompanied by a refundable deposit of $75.00 for a hard copy set of specifications and plans. Bidders may download documents (.PDF file extension format) from PSC's Info Exchange web site after registering as a plan holder with the issuing PSC office as noted in the Advertisement for Bids. There is no cost or deposit required for this option.

The deposit will be refunded to Bidders who submit a bona fide Bid and return all sets of the Bid Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bid Documents and the Bidder's deposit will be refunded.

Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

In making copies of the Bidding Documents available on the above terms, the Owner and the Architect do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents.

B. For the Contractor

The Contractor will be furnished five (5) sets of specifications and plans for his use during construction. This shall include all plans and specifications furnished to material suppliers and subcontractors but does not include the executed contract copies. Plans and specifications for use during construction will be furnished directly only to the Contractor. The Contractor shall then distribute copies of plans and specifications to suppliers, subcontractors, or others, as required for proper execution of the work.

IB-11. SPECIAL PROVISIONS

Attention of Bidders is directed to SPECIAL PROVISIONS included in these documents for requirements concerning scope of work, labor, wage schedule, insurance and similar subjects.

IB-12. PLANT LOCATION AND STORAGE AREA

Contractors bidding on the work included in this contract who desire to locate a material storage area or other similar facility on the property may secure such site, buildings or areas by direct negotiation with the Facility Superintendent at Scharbauer Sports Complex, Midland, Texas. An area located adjacent to the project area will be identified as available for use by the Contractor for staging and material storage.

IB-13. WITHDRAWAL OF PROPOSALS

Any Bidder, upon his or his authorized representative's written request, will be given permission to withdraw his Proposal not later than the time set for opening thereof. At the time of opening of the Proposals, when such Proposal is reached, it will be returned to him unread.

IB-14. DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of bidder and the rejection of his bid or bids:

More than one Proposal for the same work from an individual firm, partnership, or corporation under the same or different name.

Evidence of collusion among bidders. Participants in such collusion may not receive recognition as Bidders for any future work.

Unbalanced Proposals in which the prices for some items are out of proportion to the prices for other items.

Failure to submit a unit price for each item of work for which a bid price is required by the Proposal.

Lack of competency as revealed by the financial statement submitted.

Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.

Uncompleted work which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.

For being in arrears on existing contracts, in litigation with the Owner, or having defaulted on a previous contract.

IB-15. MATERIAL GUARANTY

Before any contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the work, together with samples, which may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

IB-16. WAIVER

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

1. 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; AND
4. AWARD OF THE CONTRACT

BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES THAT THE BIDDER UNDERSTANDS ALL 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 THE ABOVE LISTED PRESENTLY EXISTING KNOWN RIGHTS.

IB-17. 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.

BID BOND

THE STATE OF TEXAS)

SURETY'S NO._____

COUNTY OF MIDLAND)

KNOWN ALL MEN BY THESE PRESENTS, THAT_____

_____(hereinafter called the Principal), as Principal, and_____

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

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

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written contract with the Obligee to

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument, this___day of_____, 20_____.

_____ _____

Surety

By_____ By_____

Address_____ Address_____

_____ _____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

BID FORM

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

Gentlemen:

Pursuant to the foregoing Request for Bid, the undersigned Bidder hereby proposes to do all work and furnish all necessary superintendence, labor, machinery, equipment, tools, and materials, and whatever else may be necessary to complete all work upon which he bids, as provided by the attached specifications and shown on the plans, and binds himself on acceptance of this Bid to execute a Contract and Bonds according to the accompanying forms, for performing and completing the said work within the time stated, and furnishing all required guarantees, for the following sum:

SCHARBAUER SPORTS COMPLEX
#6957-14
CONCESSION STAND EXPANSION
AND NEW INDOOR BATTING CAGE FACILITY

A. CONCESSION STAND EXPANSION - BASE BID, Lump Sum:_____

_____Dollars ($_____)

B. NEW INDOOR BATTING CAGE FACIILTY - BASE BID, Lump Sum:_____

_____Dollars ($_____)

C. ALTERNATE NO. 1 – DEDUCT COST SAVINGS GENERAL CONDITIONS FOR AWARD OF ANY MULTIPLE COMBINATION OF BASE BID ITEMS A. and B., Lump Sum:_____

_____Dollars ($_____)

TOTAL (BASE BID PLUS ALTERNATES: ITEMS A+B-C), Lump Sum:_____

_____Dollars ($_____)

If awarded the contract, the undersigned agrees to commence work under this contract with 30 days of a date to be specified in Written Notice to Proceed and to substantial complete the project within _____ calendar days (Bidder to fill in days) from said date unless modified by change order.

(**Note:** All amounts shall be shown in both written and figure form. In case of discrepancy between the written amount and the figure, the written amount will govern. For alternates, check whether it is an add, deduct or no change.)

We have included, in the Bid sum, all applicable contingency allowances described in Section 01200– PRICE AND PAYMENT.

It is understood that the Owner reserves the right to accept or reject any and all Bids and to waive all formalities in accordance with State law.

The Bidder shall be required to issue a resale certificate on materials in lieu of paying the sales tax on such materials at the time of purchase. The City will provide the successful Bidder with a sales tax exemption certificate for such materials.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the Plans, Specifications and Contract Documents pertaining to the work covered by the above bid, and that the prices bid herein are based on the minimum wage rates included in the specifications.

The bidder certifies, by submission of this Bid or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees that by submitting this Bid that it will include this clause without modification in all lower tier transactions, solicitations, Bids, contracts, and subcontracts. Where the bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Bid.

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
b. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project,

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Bidder hereby agrees to commence work under this contract within 10 days of a date to be specified in written "Notice to Proceed" and to complete the work within the consecutive calendar day framework noted in the Contract. Bidder further agrees to pay as liquidated damages the sum of $750.00 for each consecutive calendar day beyond each phase of the days allowed; as hereinafter provided in Paragraph 32 of the General Conditions.

Bidder acknowledges receipt of the following addendum:_____

_____

Enclosed with this Bid is a Cashier's or Certified Check for_____
_____ Dollars ($_____)
or, a Bid Bond in the sum of 5% of Greatest Amount Bid Dollars ($ 5% of Greatest Bid), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the Bid is accepted by the Owner within ninety (90) days after the date advertised for the reception of bids and the undersigned fails to execute the contract or required bonds with the Owner, under the conditions hereof, within ten (10) days after the date said Bid is accepted; otherwise, said check or bond shall be returned to the undersigned upon demand.

_____
Contractor

(Seal if Bidder is a Corporation)

By_____

_____
Address

CONTRACT

STATE OF TEXAS

COUNTY OF MIDLAND

THIS CONTRACT, made and entered into this ____day of _____ A.D. 20__, by and between the City of Midland, of the County of Midland and the State of Texas, acting through _____ thereunto duly authorized so to do, Party of the First Part, hereinafter termed Owner, and

_____ of the City of _____, County of _____and State of _____, Party of the Second Part, herein-after termed Contractor.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (Owner), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (Contractor) hereby agrees with said Party of the First Part (Owner) to commence and complete the construction of items of work included in this project which are described as follows: The rehabilitation of the building exterior and hangar doors, replacement of skylight panels and exterior painting, and miscellaneous items of construction.

The work will also include other miscellaneous materials, equipment, machinery, superintendence and labor for constructing these improvements for the City of Midland, Texas.

These improvements are shown on the plans entitled "City of Midland, Scharbauer Sports Complex, Concession Stand Expansion and New Indoor Batting Cage Facility" dated August 2013 and the specifications attached hereto.

This contract shall include all extra work in connection, therewith, under the terms as stated in the General Conditions of the Contract; and at his (or their) owner proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in he Proposal attached hereto, and in accordance with all the General Conditions of the Contract, and in accordance with the plans, which includes all maps, plats, blueprints and other drawings and printed or written explanatory matter thereof, and the Specifications therefor, as prepared by Parkhill, Smith & Cooper, Inc., Consulting Engineers, herein entitled the Engineer, each of which has been identified by the endorsement of the Contractor and the Engineer thereon, together with the Contractor's written Proposal, and General Conditions of the Agreement, and the Performance Bond and Payment Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant below:

	Amount	Awarded	Not Awarded
Concession Stand Expansion	$_____	_____	_____
Indoor Batting Cage Facility	$_____	_____	_____
Alternate 1 – Credit Cost Savings of General Conditions	$_____	_____	_____
Total Combined Bid (Items A+B-C)	$_____	_____	_____
TOTAL AWARDED	**$_____**		

The total contract sum awarded shall be _____ _____($_____), subject to additions and deductions as provided in the contract documents.

The Proposer hereby agrees to commence work under this contract within 10 days of a date to be specified in written "Notice to Proceed" and to complete the work under the Base Bid identified on the plans within 180 consecutive calendar days from Notice to Proceed including manufacture and delivery time.

Proposer further agrees to pay as liquidated damages the sum of $750.00 for each consecutive calendar day beyond the days allowed as hereinafter provided in Paragraph 32 of the General Conditions.

The Owner agrees to pay the Contractor in current funds for the performance of the contract in accordance with the Proposal submitted therefor, subject to additions and deductions, as provided in the specifications, and to make payments on account thereof as provided therein.

ATTORNEY'S FEES -BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY RELATED TO THE CONTRACTOR, 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 VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOW RIGHT. CONTRACTOR ACKNOWLEDGES THAT IF 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 SOVERIGN IMMUNITY.

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

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

Party of the First Part (Owner)

ATTEST:

By_____
W. Wesley Perry, Mayor

By_____
Amy M. Turner, City Secretary

Party of the Second Part (Contractor)

ATTEST:

By_____ By_____

Complete Address:

_____

_____

_____

STATE OF TEXAS
COUNTY OF _____

Before me, a notary public, on this day personally appeared, _____to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

(Seal)

_____
Notary Public's Signature

PERFORMANCE BOND
SUBMITTED IN COMPLIANCE WITH CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS: That we, _____

of the City of _____, County of _____ and State of _____, as principal, and

_____hereinafter called the Surety, are held

and firmly bound unto the City of Midland, Texas, a home rule municipal corporation of Midland County, Texas, (hereinafter called the City-Obligee), in the penal sum of _____

_____ DOLLARS, ($_____) lawful money of the United States, well and truly to be paid to the City of Midland, Texas, for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner-Obligee, dated the ____ day of _____ 20__, to Scharbauer Sports Complex for projects noted below:

_____Concession Stand Expansion, Midland, Texas
_____Indoor Batting Cage Facility, Midland, Texas

specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

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

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

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

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

bidders, shall in any way affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed thereunder.

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

Contractor	Surety
By_____	By_____
	(Title)

NOTE: If signed by an officer of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney in Fact, the Owner must be furnished with a copy of Power of Attorney for their files.

PAYMENT BOND
SUBMITTED IN COMPLIANCE WITH CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS: That we, _____

of the City of _____, County of _____ and State of _____,

as principal, and _____hereinafter called the Surety, are held and firmly bound unto the City of Midland, Texas, a home rule municipal corporation of Midland County, Texas, (hereinafter called the City-Obligee), in the penal sum of _____

_____ DOLLARS, ($_____) lawful money of the United States, well and truly to be paid to the City of Midland, for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner-Obligee, dated the ____ day of _____ 20__, to Scharbauer Sports Complex for projects noted below:

_____Concession Stand Expansion, Midland, Texas
_____Indoor Batting Cage Facility, Midland, Texas

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

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

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

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

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

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

WITNESS our hands this the _____ day of _____, 20_.

_____	_____
Contractor	Surety
By_____	By_____
	(Title)

NOTE: If signed by an officer of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney in Fact, the Owner must be furnished with a copy of Power of Attorney for their files.

CERTIFICATE OF INSURANCE

TO: CITY OF MIDLAND
SCHARBAUER SPORTS COMPLEX
MIDLAND, TEXAS

Date_____

Type of Project: Concession Stand/Indoor Batting Cage

THIS IS TO CERTIFY THAT _____
(Name of Insured)
is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE	Policy No.	Effective	Expires	Limits of Liability
Workmen's Compensation				
Public Liability				1 person $_____ 1 accident $_____
Contingent Liability				1 person $_____ 1 accident $_____
Property Damage				
Builder's Risk				
Automobile				
Other				

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered:_____

Description of Operations Covered:_____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or cancelled by the insurer in less than the legal time required after the insured has received written notice of such change or cancellation, or, in case there is no legal requirement, in less than five days after the insured has received such written notice.

FIVE COPIES OF THIS
CERTIFICATE MUST BE
SENT TO THE OWNER

_____
(Name of Insurer)

By_____
Title_____
Phone_____

NOTE: THE CITY OF MIDLAND AND PARKHILL, SMITH & COOPER, INC. SHALL BE NAMED AS ADDITIONAL INSUREDS ON REQUIRED INSURANCE POLICIES.

SAMPLE

EXPERIENCE RECORD

List of Projects, similar to that covered by Proposal, which Bidder has successfully completed:

Amount of Contract Award	Type of Work	Date Completed	Name and Address of Owner

List of Projects Bidder is now engaged in completing:

Amount of Contract Award	Type of Work	Percent Completed	Name and Address of Owner

List of Surety Bonds in force on the above uncompleted work:

Amount of Contract Award	Amount of Bond	Name of Surety Company

Bidder

By

Business Address

EQUIPMENT SCHEDULE

The Bidder should list the major equipment which is available and serviceable for use on this work.

Portion of work bidder proposes to sublet, if any:

Dated this _____ day of _____, 20____.

By_____

Title_____

CONTRACT ASSURANCE

Contractor will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

> The contractor or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

PROMPT PAYMENT

> The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 working days from the receipt of each payment the prime contractor receives from the City of Midland. The prime contractor agrees further to return retainage payments to each subcontractor within 30 working days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Midland. The clause applies to both DBE and non-DBE subcontractors.

General Decision Number: TX130263 05/17/2013 TX263

Superseded General Decision Number: TX20120263

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

Modification Number	Publication Date
0	01/04/2013
1	03/29/2013
2	05/17/2013

* BOIL0531-001 01/01/2013

	Rates	Fringes
Boilermaker	$ 22.71	20.63

ENGI0178-004 12/01/2009

	Rates	Fringes
OPERATOR: Forklift	$ 21.20	9.35

IRON0263-017 06/01/2012

	Rates	Fringes
Ironworker, reinforcing	$ 21.85	5.40

PAIN0053-003 04/01/2008

	Rates	Fringes
Painter - Brush, Roller & Spray	$ 15.81	4.56

PLUM0404-022 09/24/2012

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 22.50	6.25

SUTX2009-169 06/03/2009

	Rates	Fringes
BRICKLAYER	$ 18.00	0.00
CARPENTER, Includes Drywall Hanging, and Metal Stud Installation	$ 15.17	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.89	0.00
ELECTRICIAN	$ 13.63	1.25
IRONWORKER, STRUCTURAL	$ 10.84	0.00
LABORER: Common or General	$ 8.67	0.00
LABORER: Mason Tender - Brick	$ 9.13	0.00
OPERATOR: Backhoe/Excavator	$ 13.81	0.00
OPERATOR: Grader/Blade	$ 12.97	0.00
OPERATOR: Loader (Front End)	$ 12.23	0.00
ROOFER	$ 12.06	0.00
TILE SETTER	$ 8.50	0.00

TRUCK DRIVER.....$ 10.15 0.00

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

==========

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

http://www.wdol.gov/wdol/scafiles/davisbacon/TX263.dvb?v=2[8/27/2013 4:29:24 PM]

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

http://www.wdol.gov/wdol/scafiles/davisbacon/TX263.dvb?v=2[8/27/2013 4:29:24 PM]

SPECIAL PROVISIONS

SP-1 SCOPE OF WORK

The work to be accomplished under these specifications, including the plans, shall consist of the following:
The principal items of work are set forth in specific detail in the proposal section of these specifications; however, the work items may be generally described as: Work includes formwork, reinforcement, concrete materials, mix design, placement procedures, and finishes.

The work will also include other miscellaneous materials, equipment, machinery, superintendence and labor for constructing these improvements for this project.

All labor, materials and equipment necessary to complete the work called for in these specifications and shown on the plans shall be furnished by the Contractor.

Payment for the various items of work will be made as specified under the various payment paragraphs of the technical sections.

SP-2 CONTRACT DOCUMENTS

All work covered by this contract shall be done in accordance with the Contract Documents described in the General Conditions. The drawings included in the documents consist of the plans entitled "Scharbauer Sports Complex, Concession Stand Expansion and New Indoor Batting Cage Facility" dated August 2013.

All bidders shall be thoroughly familiar with all of the drawings and specifications. The Contractor shall be responsible for the satisfactory completion of all work shown on the drawings or specified.

The intent of the plans and specifications is to prescribe a complete work or improvement which the Contractor undertakes to do in full compliance with the plans, the specifications, the special provisions, proposal, and contract. The Contractor shall do all work including such additional, extra, and incidental work as may be considered necessary to complete the project in a satisfactory and acceptable manner, as provided in the plans, proposal, and contract. He shall furnish, unless otherwise provided in the specifications, special provisions, or contract, all materials, equipment, tools, labor and incidentals necessary to prosecute the completion of the work.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Signed Contract, Special Provisions, Performance Bond, Special Bonds (if any), Proposal, Notice to Bidders, Instructions to Bidders, Technical Specifications, Plans and General Conditions of the Contract.

SP-3 TIME AND ORDER OF COMPLETION

The Contractor will be permitted to prosecute certain portions of the work in the order and manner of his own choosing to the best interest of the project. However, the work shall be conducted in such manner and with such materials, equipment and labor as may be required to insure completion in accordance with the plans and specifications within the time stated in the Proposal and in the Contract. The Contractor shall furnish the Architect with his proposed progress schedule and this schedule shall be approved by the Architect before work is commenced on the project.

The Contractor is reminded that approved material submittals are required prior to the incorporation of the materials into this project. To avoid any delays in the progress of the work, it is imperative that complete information be provided to the Architect as early as possible for review and approval.

The Contractor will be required to execute various portions of the project in phases to maintain usage of airport facilities as well as safety during the entire project. The Contractor will be allowed to develop his own phasing plan which will meet the intent of the phasing shown on the Plans. The Contractor's phasing plan will be subject to the Architect's approval.

Other contractors may be performing work for the Owner in the same general area as that covered under this contract. The Contractor shall be expected to coordinate his work with the work of other contractors as may be required to insure that all work can be carried out with the least possible interference with the operation of other contractors or the Owner. The Contractor's coordination with other contractors shall require the approval of the Architect. The Owner reserves the right to control and direct the sequence of operations in the areas where others will be working. Provision shall be made for other contractors to have suitable space to work and for storage of materials, as well as access to these areas.

The Contractor shall schedule his work well in advance of actual operations and shall keep the Architect advised of this schedule so that close coordination can be maintained with the Recreation Superintendant and with other contractors.

SP-4 LIMITATION OF OPERATION

Each item of work shall be completed without delay and in no instance shall the Contractor be permitted to transfer his forces from uncompleted work to new work without the permission of the Architect. The Contractor shall be required to submit a schedule of operations to the Architect for approval. The Contractor shall not commence new work to the prejudice of work already started.

The Contractor shall take all precautions necessary to insure the safety of facility employees as well as that of his own equipment and personnel. The Contractor shall make his own estimate of all difficulties to be encountered.

Nighttime construction activities will not be permitted without the prior approval of the Architect and the Recreation Superintendant.

The Contractor shall schedule his work well in advance of actual operations and shall keep the Architect advised of this schedule so that close coordination can be maintained with the Recreation Superintendant.

The Contractor shall provide an entrance gate for his employees and subcontractors. The Contractor shall be responsible for allowing only authorized personnel to enter the operational area of the job site through this gate. Entrance through the gate shall be controlled by the Contractor at all times. When not in use by the Contractor, the gate shall be securely locked to prevent entrance by unauthorized persons.

The Contractor shall maintain the pavement surfaces in a clean condition.

The Contractor shall be subject to a pre-construction conference to discuss phasing and project safety control after award of contract.

SP-5 DELETED

SP-6 AFFIDAVIT OF BILLS PAID

Prior to final acceptance of this project by the Owner, the Contractor shall execute an affidavit that all bills for labor, materials and incidentals incurred in the construction of these improvements, have been paid in full, including any retainage, and that there are no claims pending, of which he has been notified.

SP-7 CALENDAR DAY

Time for completion of the project and for liquidated damages shall be in accordance with the provisions of the General Conditions, Paragraph GC-32, TIME FOR COMPLETION AND LIQUIDATED DAMAGES. A calendar day is defined as every day shown on the calendar.

SP-8 PROTECTION OF PROPERTY

The Contractor shall exercise care to prevent damage to all structures, either above or below ground, including buildings, fences, pipelines, utilities, roads, etc., whether publicly or privately owned and including work performed by others. The Contractor shall be responsible for locating all underground facilities that might be damaged by the proposed construction.

The Contractor shall be responsible for all damage done to either public or private property during the course of construction except as specifically provided otherwise in these specifications.

Known existing underground utilities and structures are shown on the plans. Their locations are believed to be reasonably accurate but are not guaranteed.

The Contractor shall take all steps necessary to protect these existing facilities during construction.

SP-9 DELETED

SP-10 DELETED

SP-11 DELETED

SP-12 DELETED

SP-13 BARRICADES, SIGNS, AND HAZARD MARKINGS

The Contractor shall provide, erect, and maintain all necessary barricades, signs, danger signals, and lights for the protection of the work and the safety of the public for land traffic.

SP-14 DELETED

SP-15 PUBLIC CONVENIENCE AND SAFETY

Materials stored on the site shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction to the air and ground traffic than is considered necessary by the Architect.

SP-16 FINAL CLEANING UP

As each intermediate phase of work is completed and prior to opening any portion of the job, the Contractor shall be responsible for cleaning the construction site and adjacent pavement as specified above.

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus, and discarded materials, rubbish and temporary structures. Material cleared from the site and deposited on property adjacent, will not be considered as being disposed of satisfactorily. The cost of the "Cleanup" shall be included as a part of the cost of the various items of work involved, and no direct compensation will be made for this work.

SP-17 INSURANCE

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

Commercial General Liability (including Contractual Liability):		
-	Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
-	Property Damage	$500,000.00 per occurrence
Business Automobile Liability:		$250,000.00 combined single limit Personal Injury and Property Damage
Worker's Compensation:		Statutory Limits
Builders' Risk:		$1,000,000.00 per accidence or occurrence
Employer's Liability:		$500,000.00 per accidence or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis.

The Worker's Compensation coverage provided by Contractor shall inure to the benefit of employees injured during the course and scope of their employment by Contactor pursuant to this Contract.

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

All insurance required pursuant to this Contract, except for Worker's Compensation Insurance shall name the Owner as an additional insured on claims occurred basis. All insurance required pursuant to this Contract, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Owner.

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.

Owner 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. Owner shall not be required to provide any insurance whatsoever pursuant to this Contract.

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 worker's compensation).

The Contractor shall not begin work under this contract until he has obtained all insurance as required in the General Conditions of the Contract, has furnished proof of same to the Owner, and the Owner has approved the same. All insurance required for this project shall name the City of Midland and Parkhill, Smith & Cooper, Inc. as additional insureds.

The Contractor shall also obtain an Owner's Protective or Contingent Public Liability Insurance Policy naming the City of Midland, Texas and the Architect as additional insureds and the amount of the policy shall be as follows: $1,000,000 for injuries, including accidental death, to one or more persons and subject to the above limit for each person, a total limit of $1,000,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident, a limit of not less than $1,000,000 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit of $2,000,000 for all damages arising out of injury to or destruction of property during the policy period. A copy of this policy shall be delivered to the Owner.

Before work on any contract or subcontract is started, each Contractor and Subcontractor shall submit to the Owner for approval seven (7) certificates covering each insurance policy carried and offered as evidence of compliance with the above requirements, signed by an authorized representative of the insurance company, setting forth:

1. Name and address of the insured.

2. The location of the operations to which the insurance applied.

3. The number of policy and the type or types of insurance in force thereunder on the date borne by such certificate.

4. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by such certificate.

5. A statement that the insurance of the type afforded by the policy applied to all of the operations of whatever character, which are undertaken by the insured during the performance of this contract, provided such operations are required in the performance of the contract.

6. A provision that the policy may be canceled only by mailing written notice to the named insured at the address shown in this policy stating when, not less than ten (10) days thereafter, cancellation of such policy shall be effective, with copy to the Owner of letter of intent.

These certificates will become a part of the Contract Documents and must be included with Contract Documents before execution by the City of Midland, Texas. Coverages specified herein apply to all operations of the Contractor in connection with this work, including automobile and other vehicles.

The Contractor's insurance shall cover himself and all subcontractors and sub-subcontractors. All other sublevels of contractors shall provide copies of proof of insurance if not covered by the general contractor.

The Contractor shall provide a Waiver of Subrogation in favor of the City of Midland and Parkhill, Smith & Cooper, Inc. on the Worker's Compensation and Employee Liability Insurance, Contractor's Public Liability and Property Damage Liability Insurance, and Automobile Insurance.

SP-18 REMOVAL AND DISPOSAL OF STRUCTURES, UTILITIES AND OBSTRUCTIONS

All materials and debris specified to be disposed of by the Contractor shall become the property of the Contractor and shall be properly disposed of off the airport property by the Contractor.

SP-19 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished surfaces shall conform to the lines, grades, cross sections and dimensions. Any deviation from the plans which may be required by the exigencies of construction shall be determined by the Architect and authorized by him in writing.

SP-20 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which has been rejected or condemned shall be repaired or, if it cannot be satisfactorily repaired, removed and replaced at the Contractor's expense. Materials not conforming to the requirements of the specifications shall be removed immediately from the site of the work and replaced with satisfactory material by the Contractor at his expense.

Work done beyond that shown on the plans, or as given, except as herein provided, work done without proper inspection, or any extra or unclassified work done without written authority and prior contract in writing as to prices, will be done at the Contractor's risk and will be considered unauthorized and, at the option of the Architect, may not be measured and paid for and may be ordered removed and replaced at the Contractor's expense.

Upon the failure of the Contractor to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized, or condemned work or materials immediately after receiving formal notice from the Architect, the Owner may recover for such defective work or materials on the Contractor's bond, or by action in a court having proper jurisdiction over such matters, or may employ labor and equipment and satisfactorily repair or remove and replace such work and charge the cost of the same to the Contractor, which cost will be deducted from any money due him.

SP-21 DISPUTED CLAIMS FOR EXTRA WORK

In case the Contractor deems extra compensation is due him for work on materials not clearly covered in the contract, or not ordered by the Architect as an extra, the Contractor shall notify the Architect in writing of his intention to make claim for such extra compensation before he begins the work on which he bases the claim and shall afford the Architect every facility for keeping actual cost of the work. Failure on the part of the Contractor to give such notification or to afford the Architect proper facilities for keeping strict account of actual costs shall constitute a waiver of the claim for such extra compensation. The filing of such notice by the contractor and the keeping of costs by the Architect shall not in any way be construed to prove

validity of the claim. When the work has been completed, the Contractor shall within 10 days file his claim for extra compensation with the Architect, who will present it to the Owner for consideration.

SP-22 DELETED

SP-23 INDEMNIFICATION

THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER, ARCHITECT, AND ALL OF THEIR OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF 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, ARCHITECT OR ANY OF THEIR OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER AND ALL OF THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES AND PARKHILL, SMITH & COOPER, INC. AND THE OFFICERS, AGENTS AND EMPLOYEES OF PARKHILL, SMITH & COOPER, INC. FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE OWNER, THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES, OR ON ACCOUNT OF ANY NEGLIGENT ACT OF PARKHILL, SMITH & COOPER, INC., OR THE OFFICERS, AGENTS AND EMPLOYEES OF PARKHILL, SMITH & COOPER, INC. WHETHER SUCH NEGLIGENT ACTS WERE THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH 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 REASONABLE ATTORNEY'S FEES.

THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE THE OWNER AND PARKHILL, SMITH & COOPER, INC. HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN OWNER SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

THE CONTRACTOR HEREBY WAIVES ALL RIGHTS TO ANY ATTORNEY'S FEES AWARDED AS A RESULT OF ANY ACTION BROUGHT UNDER THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT RELATING TO THIS CONTRACT.

SP-24 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until acceptance by the Architect of any part or all of the construction, as provided for in these specifications, it shall be under the charge and care of the Contractor, and he shall take every necessary precaution against injury or damage to any part of the work by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the nonexecution of the work. The Contractor shall rebuild, repair, restore, and make good, at his own expense, all injuries or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance.

SP-25 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

The making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall promptly replace any such defects discovered within one year from the date of written acceptance of the work.

The Performance Bond shall remain in effect until one year after the date of the written acceptance of the work to insure compliance by the Contractor with the requirements of this paragraph.

SP-26 TEXAS STATE SALES TAX

The work under this contract is for an entity which qualifies for exemption pursuant to the provisions of Article 151.309 of the Texas Tax Code.

The Contractor performing this contract may purchase, rent or lease all materials, supplies and equipment incorporated into the project by issuing to his supplier an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's rulings. However, equipment and parts for equipment purchased to be used on the project but not incorporated into the project do not qualify for said tax exemption.

The Contractor shall issue a resale certificate in lieu of paying such sales tax for all materials incorporated into this project. Further, the Contractor shall separate the charges for materials incorporated into the project from the charges for labor. Any such exemption certificate issued by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's rulings.

SP-27 SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with or in the vicinity of the project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall coordinate his work and theirs. The Contractor's coordination with other contractors shall require the approval of the Architect. See Paragraph SP-3 for additional requirements concerning separate contracts.

SP-28 TRENCH SAFETY

The Contractor shall strictly comply with all requirements of the Occupational Safety and Health Administration (OSHA) Manual, Chapter XVII, Subpart P - EXCAVATION, TRENCHING AND SHORING for all trenching and excavation operations.

If depths of trenches are encountered which are over five (5) feet, the Contractor shall cut the trench walls to the angle of repose of the soils encountered, or shall submit alternate shoring details to the Architect for approval.

SP-29 LOAD RESTRICTIONS

The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage which may result from the moving of material or equipment.

The operations of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at his/her own expense.

SP-30 NOTICE TO PROCEED

The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Architect in the written Notice to Proceed, but in any event, the Contractor shall notify the Architect at least 24 hours in advance of the time actual construction operations will begin.

SP-31 PAYMENT FOR MATERIALS ON HAND

Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the Architect at or on an approved site.

b. The Contractor has furnished the Architect with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the Architect with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his/her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection. Partial payments shall be in accordance with GC-46, "Partial Payments."

SP-32 DELETED

SP-33 DELETED

SP-34 AVERAGE CLIMATIC RANGE

The time allowed for completion of the entire project shall include the number of calendar days for anticipated delays due to normal weather conditions. No time extension for delays due to weather will be allowed until and unless such delays exceed the claims for extension of time because of abnormal inclement weather, such extension of time shall be granted only because such abnormal inclement weather prevented the execution of major items of work on normal working days. Weather conditions on a particular day may affect work on days following the normal weather day. This subsequent delay shall not be considered abnormal and no extension of time will be considered.

The following weather table reflects the meteorological data from the Midland-Odessa area, and will be used to determine contract time extensions due to abnormally inclement weather. For the purposes of this Contract, "abnormally inclement weather" will be interpreted as the number of days in excess of the normal number of days on which rainfall exceeds 0.01 inch, or snow/ice pellets exceed 1.0 inch. Extensions of time to complete the work will be based on calendar days, and will be granted by monthly account. No "rain days" unused for previous months may be carried over or accountable for future periods of time.

WEATHER TABLE

Month	Mean Number of Days of Rain (1)	Mean Number of Days of Snow/Ice Pellets (2)
January	4	1
February	4	1
March	3	0
April	3	0
May	6	0
June	5	0
July	5	0
August	6	0
September	6	0
October	5	0
November	3	0
December	4	1
Annually	54	3

(1) Mean number of days rainfall, 0.01" or more.
(2) Mean number of days 1.0 inch or more.
(*) Less than one-half inch.

This table is based on information reported from Midland International Airport, Midland, Texas. Latitude 31 degrees 56 minutes N. Longitude 102 degrees 12 minutes W., elevation (ground) 2,863 feet.

Means are based on records covering a period of 30 years.

SP-35 SUBSTANTIALLY COMPLETE

In various areas of the specifications the term "Substantially Complete" is used. The definition of this term shall be as follows:

> Substantially complete shall occur at the time the work to be completed is complete as specified and Owner accepts and occupies the facility or improvement. All equipment shall have been completely installed, tested, ready for Owner acceptance and use and accepted by the Owner before work can be defined as substantially complete.

SP-36 SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

SP-37 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.

SP-38 THIRD-PARTY BENEFICIARY

The Owner'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.

SP-39 RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, 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 TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR OWNER'S NEGLIGENCE.

SP-40 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 the 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. 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. The Contractor shall assume exclusive responsibility for the work. The Contractor is entirely free to do the work in its own way.

SP-41 NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, Contractor or his legal representative, shall give the City Manager, or any other reasonable official of the Owner, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred-twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the 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 Owner from any liability whatsoever. The Owner is under no obligation to provide notice to Contactor that Contractor's notice is insufficient. Owner reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (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 Owner has actual or constructive notice or knowledge of said claim or alleged damages. Contractor agrees that the requirements of this entire Contract are reasonable.

SP-42 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.

SP-43 DAVIS BACON WAGE RATES

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.

SP-44 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 government immunity.

GENERAL CONDITIONS OF THE CONTRACT

GC-01. OWNER

Whenever the word Owner, or the expression Party of the First Part, or First Party, is used in the contract documents, it shall be understood as referring to the Owner as described in the Contract.

GC-02. CONTRACTOR

Whenever the word Contractor, or the expression Party of the Second Part, or Second Party, is used, it shall be understood to mean the person, persons, co-partnership or corporation so defined in the contract and who has agreed to perform the work embraced in this contract, or to his or their legal representatives.

GC-03. ARCHITECT/ENGINEER

Whenever the word Architect/Engineer is used in this contract, it shall be understood as referring to Parkhill, Smith and Cooper, Inc., Consulting Engineers, Lubbock, Midland, El Paso and Amarillo Texas, Architect/Engineer of the Owner, or such other Architect/Engineer, supervisor or inspector as may be authorized by said Owner to act in any particular.

GC-04. CONTRACT DOCUMENTS

The Contract Documents shall consist of the Notice to Bidders (Advertisement), Instructions to Bidders, Proposal, signed Contract, Performance Bond, Payment Bond, General Conditions of the Contract, Special Provisions, Technical Specifications, Plans, and all modifications thereof incorporated in any of the documents before the execution of the contract.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of Interpretation shall be in the following order: Signed Contract, Performance Bond, Special Bonds (if any), Proposal, Special Provisions, Notice to Bidders, Instructions to Bidders, Technical Specifications, Plans and General Conditions of the Contract.

GC-05. SUB-CONTRACTOR

The term Sub-Contractor, as employed herein, includes only those having a direct contract with the Contractor, and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnished material not so worked.

GC-06. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address know to him who gives the notice.

GC-07. WORK

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

GC-08. DELETED

GC-09. DELETED

GC-10. LAYOUT OF WORK

Except as specifically provided herein, the Contractor shall be responsible for laying out all work and shall accomplish this work in a manner acceptable to the Architect/Engineer. The Architect/Engineer will check the Contractor's layout of all major structures and any other layout work done by the Contractor at the Contractors request, but this check does not relieve the Contractor of the responsibility of correctly locating all work in accordance with the plans and specifications.

GC-11. ARCHITECT/ENGINEER'S AUTHORITY AND DUTY

Unless otherwise specified, it is mutually agreed between the parties to this Contract that the Architect/Engineer will observe the quality and progress of the work at various times. In order to prevent delays and disputes and to discourage litigation, it is further agreed that the Architect/Engineer shall in all cases determine the amounts and quantities of the several kinds of work which are to be paid for under this contract. He shall determine all questions in relation to said work and the construction thereof, and shall in all cases decide every question which may arise relative to the execution of this contract on the part of said Contractor. The Architect/Engineer's estimates and findings shall be the conditions precedent to the right of the parties hereto to any action of the contract, and to any rights of the Contractor to receive any money under this contract; provided, however, that should the Architect/Engineer render any decision or give any direction, which in the opinion of either party hereto, is not in accordance with the meaning and intent of this contract, either party may file with said Architect/Engineer within thirty (30) days his written objection to the decision or direction so rendered. It is the intent of this contract that there shall be no delay in the execution of the work, therefore, the written decision or directions of the Architect/Engineer as rendered shall be promptly carried out, and any claim arising therefrom shall be thereafter adjusted as hereinafter provided.

The Architect/Engineer shall, within a reasonable time, render and deliver to both the Owner and the Contractor a written decision on all claims of the parties hereto and on all questions which may arise relative to the execution of the work or the interpretation of the contract, specifications and plans. Should the Architect/Engineer fail to make such decision within a reasonable time, an appeal may be taken as if his decision had been rendered against the party appealing.

Whenever the words "directed", "required", "permitted", "designated", "considered necessary", "prescribed", or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription, of the Architect/Engineer is intended; and similarly, the words "approval", "acceptable", "satisfactory", or words of like import shall mean approved by or acceptable or satisfactory to the Architect/Engineer.

Whenever in the specifications or drawings accompanying this contract, the terms of description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, the fulfillment of which must depend on individual judgment, then in all such cases, any question of the fulfillment of said specifications shall be decided by the Architect/Engineer, and said work shall be done in accordance with his interpretations of the meaning of the words, terms or clauses defining the character of the work.

GC-12. SUPERINTENDENCE AND PROJECT REPRESENTATION

It is agreed by the Contractor that the Architect/Engineer shall be and is hereby authorized to appoint from time to time such subordinate engineers, supervisors or project representatives as the said Architect/Engineer may deem proper to inspect the material furnished and the work done under this contract, and to see that the said material is furnished, and said work is done in accordance with the specifications therefor. The Contractor shall furnish all reasonable aid and assistance required by the subordinate engineers, supervisors or project representatives for the proper inspection and examination of the work. The Contractor

shall regard and obey the directions and instructions of any subordinate engineers, supervisors or project representatives so appointed, when such directions and instructions are consistent with the obligations of this Contract and the accompanying plans and specifications, provided, however, should the Contractor object to any orders by any subordinate engineer, supervisor or project representative, the Contractor may within six (6) days make written appeal to the Architect/Engineer for his decision.

GC-13. CONTRACTOR'S DUTY AND SUPERINTENDENCE

The Contractor shall give personal attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants all satisfactory to the Architect/Engineer. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Adequate supervision by competent and responsible representatives of the Contractor is essential to proper performance of the work and lack of such supervision shall be grounds for suspending operations of the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case.

GC-14. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the confirmation of the ground, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal contract or conversation with any officer, agent or employee of the Owner, either before or after the execution of this contract shall affect or modify any of the terms or obligations herein contained.

GC-15. CHARACTER OF WORKERS

The Contractor agrees to employ only orderly and competent employees, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the Architect/Engineer shall inform him in writing that any employee or employees on the work are, in his opinion, incompetent, unfaithful, or disorderly, such employee or employees shall be discharged from the work and shall not again be employed on the work without the Architect/Engineer's written consent.

GC-16. CONTRACTOR'S BUILDINGS

The building of structures for housing employees, or the erection of tents or other forms of protection, will be permitted only at such places as the Architect/Engineer shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the Architect/Engineer.

GC-17. SANITATION

Necessary sanitary conveniences for the use of laborers on work, properly secluded from public observation, shall be constructed and maintained by the Contractor in such manner and at such points as shall be approved by the Architect/Engineer, and their use shall be strictly enforced.

GC-18. SHOP DRAWINGS

The Contractor shall submit to the Architect/Engineer with such promptness as to cause no delay in his own work or in that of any other Contractor, shop and/or setting drawings and schedules required for the work of the various trades, and the Architect/Engineer shall pass upon them with reasonable promptness, making required corrections. The Architect/Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless he has in writing called the Architect/Engineer's attention to such deviations at the time of submission nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules.

GC-19. PRELIMINARY APPROVAL

The Architect/Engineer shall not have the power to waive the obligations of this contract for the furnishing by the Contractor of good material, and of his performing good work as herein described, and full accordance with the plans and specifications. No failure or omission of the Architect/Engineer to condemn any defective work or material shall relieve the Contractor from the obligations to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the Architect/Engineer shall upon request of the Contractor, inspect and accept or reject any material furnished, and in event the material has been once accepted by the Architect/Engineer, such acceptance shall be binding on the owner, unless it can be clearly shown that such material furnished does not meet the specifications for this work. Any questioned work may be ordered taken up or removed for re-examination, by the Architect/Engineer, prior to final acceptance, and, if found not in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by the Contractor, otherwise the expense thus incurred shall be allowed as Extra Work, and shall be paid for by the Owner, provided that, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the Contractor proceed with such work without requesting prior inspection or approval, he shall bear all expense of taking up, removing and replacing his work if so directed by the Architect/Engineer.

GC-20. DEFECTS AND THEIR REMEDIES

It is further agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the Architect/Engineer as unsuitable or not in conformity with the specifications, the Contractor shall, after receipt of written notice thereof from the Architect/Engineer, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

GC-21. CHANGES AND ALTERATIONS

The Contractor further agrees that the Owner may make such changes and alterations as the Owner may see fit, in the line, grade, form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction without affecting the validity of this contract and the accompanying performance bond.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with, except as provided for unit price items under "Estimated Quantities". If the amount of work is either increased or decreased, and the work can fairly be classified under the specifications, price adjustment for such increase or decrease shall be made according to the quantity actually done and at the unit price, if any, established for such work under this contract, except as provided for unit price items under "Estimated Quantities"; otherwise, price adjustment for such changed work shall be made as provided under Extra Work. In case the Owner shall make such changes or alterations as shall make useless any material already done or material already furnished or used then the Owner shall recompense the Contractor for any material or labor so used, and for any actual loss occasioned by such change, due to actual expense incurred in preparation as originally planned.

GC-22. RIGHT OF ARCHITECT/ENGINEER TO MODIFY METHODS AND EQUIPMENT

If at any time the methods or equipment used by the Contractor are found to be inadequate to secure the quality of work or the rate of progress required under this contract, the Architect/Engineer may order the Contractor in writing to increase their safety or improve their character and efficiency, and the Contractor shall comply with such order.

If, at any time the working force of the Contractor is inadequate for securing the progress herein specified, the Contractor shall, if so ordered in writing, increase his force or equipment, or both, to such an extent as to give reasonable assurance of compliance with the schedule of progress.

GC-23. KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE

The Architect/Engineer shall furnish the Contractor with an adequate and reasonable number of copies of all specifications without expense to him, and the Contractor shall keep one copy of the same constantly accessible on the work, with the latest revisions noted thereon.

GC-24. OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the Architect/Engineer shall not be reused on other work, and with the exception of the signed contract sets, are to be returned to him on request, at the completion of the work. All models are the property of the Owner.

GC-25. ADEQUACY OF DESIGN

It is understood that the Owner believes it has employed competent engineers and designers. It is, therefore, agreed that the Owner shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project; provided the Contractor has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the Owner. The burden of proof of such compliance shall be upon the Contractor to show that he has complied with the said requirements of the Contract Documents, approved modifications thereof and all approved additions and alterations thereto.

GC-26. RIGHT OF ENTRY

The Owner reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of supervising and inspecting the work, or for the purpose of constructing or installing such collateral work as said Owner may desire.

GC-27. COLLATERAL CONTRACTS

The Owner agrees to provide by separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work, or damage said Contractor, except where such delays are specifically mentioned elsewhere in the Contract Documents.

GC-28. DISCREPANCIES AND OMISSIONS

It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined under "Contract Documents" shall govern. In the event that there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the Architect/Engineer shall define which is intended to apply to the work.

GC-29. DELETED

GC-30. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

The Contractor shall take out and procure a policy or policies of workmen's compensation insurance with an insurance company licensed to transact business in the State of Texas, which policy shall comply with the Workman's Compensation Law of the State of Texas. The Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State or Municipal laws or regulations. The Contractor, his sureties and insurance carriers shall defend, indemnify and save harmless the Owner and all its officers, agents, and employees and

the Architect/Engineer and his agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any persons or property, on account of any negligent act or fault of the Contractor or any Subcontractor, their agents or employees, in the execution and supervision of said contract and project which is the subject matter of this contract or on account of the failure of the Contractor or any Subcontractor to provide necessary barricades, warning lights or signs, and will be required to pay any judgment with costs which may be obtained against the Owner or any of its officers, agents or employees, and/or the Architect/Engineer, his agents and employees.

The safety precautions taken shall be the sole responsibility of the Contractor, in his sole discretion as an independent contractor; the inclusion of this paragraph in the contract, as well as any notice which may be given by the Owner, the Architect/Engineer or their representatives concerning omissions under this paragraph as the work progresses, are intended only as reminders to the Contractor of his duty and shall not be construed as any assumption of duty to supervise safety recautions by either the Owner or the Architect/Engineer.

GC-31. DELETED

GC-32. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, 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."

The 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 the Contractor and the Owner, 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.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

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

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the 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 the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

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

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

GC-33. PRICE FOR WORK

In consideration of the furnishing of all necessary labor, equipment and material and the completion of all work by the Contractor, and on the delivery of all material embraced in this contract in full conformity with the specifications and stipulations herein contained, the Owner agrees to pay the Contractor the prices set forth in the Proposal hereto attached, which has been made a part of this contract, and the Contractor hereby agrees to receive such prices in full for furnishing all material and all labor required for the aforesaid work, also for all expenses incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this Contract, the attached specifications, the drawings and the requirements of the Architect/Engineer.

GC-34. BONDS

It is further agreed by the parties to this contract that the Contractor will execute bonds in the sum of 100% of the total contract price, for the satisfactory performance of the work and payment of all labor, materials, and equipment in accordance with this contract on the forms provided for this purpose, executed by an approved surety company authorized to do business in the State of Texas, and it is agreed that this contract shall not be in effect until such bonds are furnished and approved by the Owner. Performance and Payment Bonds shall be in compliance with Chapter 2253 of the Texas Government Code.

GC-35. LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to the Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at his own expense.

GC-36. PROTECTION OF ADJOINING PROPERTY

The said Contractor shall take proper means to protect the adjacent or adjoining property or properties, in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Contract, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The Contractor agrees to indemnify, save and hold harmless the Owner against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract, but any such indemnity shall not apply to any claim of any kind arising out of the existence or character of the work.

GC-37. PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES

The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of sub- contractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the Owner, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails so to do, then the Owner may at the option of the Contractor either pay directly any unpaid bills, of which the Owner has written notice, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the Contractor shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this paragraph be construed to impose any obligations upon the Owner by either the Contractor or his surety.

GC-38. PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION

The Contractor shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal contract with the patentee or owner. The Contractor shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Owner harmless from any loss on account thereof, except that the Owner shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required by the Owner; provided, however, if choice of alternate design, device, material or process is allowed to the Contractor, then the Contractor shall indemnify and save Owner harmless from any loss on account of thereof. If the material or process specified or required by the Owner is an infringement, the Contractor shall be responsible for such loss unless he promptly gives such information to the Owner.

GC-39. LAWS AND ORDINANCES

The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect the contract or the work, and shall indemnify and save harmless the Owner against any claims arising from the violation of any such laws, ordinances, and regulations whether by the Contractor or his employees, except where such violations are called for by the provisions of the Contract Documents. If the Contractor observes that the plans and specifications are at variance therewith, he shall promptly notify the Architect/Engineer in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect/Engineer, he shall bear all costs arising therefrom. In case the Owner is a body politic and corporate the law from which it derives its powers, insofar as the same regulates the objects for which, or in the manner in which, or the conditions under which the Owner may enter into contract, shall be controlling, and shall be considered as part of this contract, to the same effect as though embodied herein.

GC-40. ASSIGNMENT AND SUBLETTING

The Contractor further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the Owner, and that no part or feature of the work will be sublet to anyone objectionable to the Architect/Engineer or the Owner. The Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the Contractor from his full obligations to the Owner, as provided by this Contract.

GC-41. TIME AND ORDER OF COMPLETION

It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the Contractor shall be allowed to prosecute his work at such times and sessions, in such order of precedence,

and in such manner as shall be most conducive to economy of construction; provided, however, that the order and the time of prosecution shall be such that the work shall be substantially completed as a whole or in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the proposal; provided, also, that when the Owner is having other work done, either by contract or by his own force, the Architect/Engineer may direct the time and manner of constructing the work done under this contract so that conflict will be avoided and the construction of the various works being done for the Owner shall be harmonized.

The Contractor shall submit, at such times as may be reasonably be requested by the Architect/Engineer, schedules which shall show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of the work, and estimated dates of completion of the several parts.

GC-42. EXTENSION OF TIME

Should the Contractor be delayed in the completion of the work by any act or neglect of the Owner or Architect/Engineer or by any employee of either, or by other contractors employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fires and unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control, or by any cause which the Architect/Engineer shall decide justifies the delay, then an extension of time shall be allowed for completing the work, sufficient to compensate for the delay, the amount of the extension to be determined by the Architect/Engineer, provided, however, that the Contractor shall give the Architect/Engineer prompt notice in writing of the cause of such delay.

GC-43. HINDRANCES AND DELAYS

No claims shall be made by the Contractor for damages resulting from hindrances or delays from any cause (except where the work is stopped by order of the Owner for his own convenience) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the Owner, then such expense as in the judgment of the Architect/Engineer is caused by such stoppage of said work shall be paid by the Owner to the Contractor.

GC-44. QUANTITIES AND MEASUREMENTS

No extra or customary measurements of any kind will be allowed, but the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.

GC-45. ESTIMATED QUANTITIES

This Contract, including 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 where the actual quantity of any major item in this contract is an estimated quantity and where the actual quantity of such "major item" varies more than twenty-five percent (25%) above or below the estimated quantity stated in this contract, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment

shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item included in the proposal that has a total cost equal to or greater than ten (10) percent of the total contract cost, computed on the basis of the proposal quantities and the contract unit prices.

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

GC-46. PARTIAL PAYMENTS

On or before the 10th day of each month the Architect/Engineer shall prepare a statement showing as completely as practicable the total value of the work done by the Contractor up to and including the last 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.

The Owner shall then pay the Contractor within three (3) working days after receipt of partial payment from the applicable governmental authority, the total amount of the Architect/Engineer's statement, less 5 percent of the amount thereof, which 5 percent shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the Owner under the terms of this Contract. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the Contractor, the Owner may--upon written recommendation of the Architect/Engineer--pay a reasonable and equitable portion of the retained percentage to the Contractor; or the Contractor at the Owner's option, may be relieved of the obligation to fully complete the work, and thereupon, the Contractor shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment."

GC-47. USE OF COMPLETED PORTIONS

The Owner 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 or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time, or both, as the Architect/Engineer may determine.

GC-48. FINAL COMPLETION AND ACCEPTANCE

Within twenty (20) days after the Contractor has given the Architect/Engineer written notice that the work has been completed, the Architect/Engineer and the Owner shall inspect the work and within said time, if the work is found to be completed in accordance with the Contract Documents, the Architect/Engineer shall issue to the Owner and the Contractor his Certificate of Completion, and thereupon it shall be the duty of the Owner within ten (10) days to issue a Certificate of Acceptance of the work to the Contractor.

GC-49. FINAL PAYMENT

Upon the issuance of the Certificate of Completion, the Architect/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 on or before the 20th day after the date of the Certificate of Completion, or if governmental financial assistance is involved, within thirty (30) working days of receipt of final payment from the applicable governmental authority, the balance due the Contractor under the terms of this Contract, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the Contractor. Neither the Certificate of Acceptance nor the final payment, nor any provision in the Contract Documents, shall relieve the Contractor of the obligation for fulfillment of any warranty which may be required in the Special Provisions of the Specifications.

GC-50. PAYMENT WITHHELD

The Owner may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect himself from loss on account of:

a. Defective work not remedied.

b. Claims filed or reasonable evidence indicating possible filing of claims.

c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.

d. Damage to another contractor.

When the above grounds are removed, or the Contractor provides a Surety Bond satisfactory to the Owner, which will protect the Owner in the amount withheld, payment shall be made for amounts withheld because of them.

GC-51. DELAYED PAYMENTS

Should the Owner fail to make payment to the Contractor of the sum named in any partial or final statement, when payment is due, or should the Architect/Engineer fail to issue any statement on or before the date above provided, then the Owner shall pay to the Contractor, in addition to the sum shown as due by such statement, interest thereon at the rate of six (6) percent per annum, unless otherwise specified, from date due as provided under "Partial Payments" and "Final Payments", until fully paid, which shall fully liquidate any injury to the Contractor growing out of such delay in payment, but the right is expressly reserved to the Contractor in the event payments be not promptly made as provided under "Partial Payments", to at any time thereafter treat the contract as abandoned by the Owner and recover compensation, as provided under "Abandonment of Contract", unless such payments are withheld in accordance with the provisions of "Payments Withheld."

GC-52. EXTRA WORK

The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the Architect/Engineer or Owner to be done by the Contractor to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by the Contractor's Proposal, except as provided under "Changes and Alterations" herein.

It is agreed that the Contractor shall perform all Extra Work under the direction of the Architect/Engineer when presented with a written Extra Work Order signed by the Architect/Engineer, subject, however, to the right of the Contractor to require a written confirmation of such Extra Work Order by the Owner. It is also agreed that the compensation to be paid the Contractor for performing said Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices; or

Method B - By agreed lump sum; or

Method C - If neither Method A nor Method B be agreed upon before the Extra Work is commenced, then the Contractor shall be paid the "actual field cost" of the work, plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method C, then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits, Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the Architect/Engineer or Owner, or by them agreed to. The Architect/Engineer may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the Architect/Engineer. The Architect/Engineer may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable, the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. The fifteen (15%) of the "actual field cost" to be paid the Contractor shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered in writing by the Architect/Engineer. In case any orders or instructions, either oral or written, appear to the Contractor to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the Architect/Engineer for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the Architect/Engineer insists upon its performance, the Contractor shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method C. The Contractor will thereby preserve the right to submit the matter of payment by filing a claim as hereinbelow provided.

GC-53. TIME OF FILING CLAIMS

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the Contractor shall be in writing and filed with the Architect/Engineer within fifteen (15) days after the Architect/Engineer has given any directions, order or instruction to which the Contractor desires to take exception. The Architect/Engineer shall reply to such written exceptions by the Contractor and render his final decision in writing. In case the Contractor should appeal from the Architect/Engineer's decision, the appeal shall be filed with the Architect/Engineer and the Owner in writing within ten (10) days after the date of delivery to Contractor of the Architect/Engineer's final decision. It is further agreed that final acceptance of the work by the Owner and the acceptance by the Contractor of the final payment shall be a bar to any claim by either party, except where noted otherwise in the Contract Documents.

GC-54. DELETED

GC-55. ABANDONMENT BY CONTRACTOR

In case the Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from the Owner, or the Architect/Engineer, or if the Contractor fails to comply with the orders of the Architect/Engineer, when such orders are consistent with the Contract Documents, then, and in that case, where a performance bond exists, the Surety on the bond shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the Contractor.

After receiving said notice of abandonment, the Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the Owner or the Surety on the construction bond, or another contractor in completion of the work; and the Contractor shall not receive any rental or credit therefor (except when used in connection with Extra Work, where credit shall be allowed as provided for under "Extra Work"), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

Where there is no performance bond provided or in case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten (10) days after service of such notice, then the Owner may provide for completion of the work in either of the following elective manners:

a. The Owner may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said Owner may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said Contractor, and expense so charged shall be deducted and paid by the Owner out of such moneys as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Contract. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the Contractor, then said Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said Contractor, then the Contractor and/or his Surety shall pay the amount of such excess to the Owner; or

b. The Owner under sealed bids, after five (5) days notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the Owner under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the Contractor and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this contract, the Contractor and/or his Surety shall be credited therewith.

When the work shall have been substantially completed, the Contractor and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided hereinabove shall be issued. A complete itemized statement of the contract accounts, certified to by the Architect/Engineer as being correct, shall then be prepared and delivered to the Contractor and his Surety, whereupon the Contractor and/or his Surety, or the Owner as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been cost to the Owner, had the work been completed by the Contractor under the terms of this contract; or when the Contractor and/or his Surety shall pay the balance shown to be due by them to the Owner, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the Contractor and/or his Surety. Should the cost to complete the work exceed the contract price, and the Contractor and/or his Surety fail to pay the amount due the Owner within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor and his Surety at the respective addresses designated in this contract provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the Contractor and his Surety subject only to the duty of the Owner to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice the Owner may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the Contractor and his Surety. Such sale may be made at either public or private sale, with or without notice, as the Owner may elect. The Owner shall release any machinery, equipment, tools, materials, or supplies, which remain on the work, and belong to persons other than the Contractor or his Surety, to their proper owners. The books on all operations provided herein shall be open to the Contractor and his Surety.

GC-56. ABANDONMENT BY OWNER

In case the Owner shall fail to comply with the terms of this contract, and should fail or refuse to comply with said terms within ten (10) days after written notification by the Contractor, then the Contractor may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment, and all materials on the site of work that have not been included in payments to the Contractor and have not been wrought into the work. And thereupon the Architect/Engineer shall make an estimate of the total amount earned by the Contractor, which estimate shall include the value of all work actually completed by said Contractor (at the prices stated in the attached proposal where unit prices are used), the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the Contractor to carry the whole work to completion and which cannot be utilized. The Architect/Engineer shall then make a final statement of the balance due the Contractor by deducting from the above estimates all previous payments by the Owner and all other sums that may be retained by the Owner under the terms of this Contract and shall certify same to the Owner who shall pay to the Contractor on or before thirty (30) days after the date of the notification by the Contractor the balance shown by said final statement as due the Contractor, under the terms of this Contract.

SECTION 01100

SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 - General Requirements apply to Work of this Section.

1.2 SECTION INCLUDES

A. Work covered by Contract Documents.
B. Work by Owner.
C. Owner furnished products.
D. Contractor use of site.
E. Future work.
F. Work Sequence.
G. Owner occupancy.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. Identification: Scharbauer Sports Complex New Indoor Batting Cage Facility and Concession Stand Building.
B. Location: Scharbauer Sports Complex, Midland, Texas.
C. Verbal Summary: Without force or effect on requirements of the Contract Documents, a brief description of the Project is as follows:
   1. Batting Cage – The addition of a new indoor batting cage with the base proposal to be a 5,272 SF Addition to house 2 – 70’ batting cages, a weight room and a storage room. An Alternate proposal to be a 3,973 SF smaller batting cage facility that will have 2 – 55’ Batting cages. Located South East side of Citibank Ballpark connected to the existing home club on the 1st base side. Masonry construction to match existing and to include but not limited to the following, site work, Floor Drains, Overhead Doors, steel joists, Modified Bit roof, HVAC.
   2. Concession Stand Building – A 375 SF storage building located next to the 3rd base side box suite stairs at Citibank Ballpark. Masonry construction to match existing and to include but not limited to the following, site work, Floor Drains, Overhead Doors, steel joists, Modified Bit roof, mechanical for heat.

1.4 CONTRACTOR USE OF SITE

A. Limit use of site to allow:
   1. Work by Others.
   2. Use of site by public.
B. Construction Operations: Limited to areas noted on Drawings.

C. Utility Outages and Shutdown:
   1. Schedule outages and shutdowns to minimize impact on Owner's continued operation.
   2. Obtain Owner's approval prior to scheduling all required utility outages and shutdowns.
   3. Notify Owner a minimum of 48 hours prior to all required utility outages and shutdowns.

1.5 OWNER OCCUPANCY

A. The Owner will occupy the premises during construction.
B. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01200

PRICE AND PAYMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Material allowances.
B. Contingency allowance.
C. Schedule of Values.
D. Application for Payment.
E. Change Procedures.
F. Alternates.

1.3 RELATED SECTIONS

A. Section 01330 - Submittals: Schedule of Values.
B. Section 01600 - Material and Equipment: Product substitutions.

1.4 MATERIAL ALLOWANCES

A. Costs Included in Allowances: Cost of product (materials and equipment) to Contractor or Subcontractor, less applicable trade discounts, delivery to site, and applicable taxes.
B. Costs Not Included in the Allowance but Included in Contract Sum/Price: Handling at the site, including unloading, uncrating, and storage; protection of products from elements and from damage, labor, installation and finishing costs, overhead, profit, and other expenses contemplated for stated allowance amounts.
C. Architect Responsibilities:
    1. Consult with Contractor in consideration and selection of product, suppliers.
    2. Select products in consultation with Owner and transmit decision to Contractor.
    3. Prepare Change Order.
D. Contractor Responsibilities:
    1. Assist Architect in selection of product and suppliers.
    2. Obtain proposals from suppliers and offer recommendations.
    3. On notification of selection by Architect, execute purchase agreement with designated supplier.
    4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
    5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
E. Funds will be drawn from Cash Allowances only by Construction Change Requests.
F. At closeout of Contract, funds remaining in Cash Allowances will be credited to Owner by Change Order.

G. Allowances Schedule:
   1. Indoor Batting Cage Facility:
      a. Section 11485 - Sport Net and Recreational Equipment: Include the stipulated sum of $10,000.00 for purchase and delivery of batting cage netting

1.5 CONTINGENCY ALLOWANCE

A. Include the stipulated sum as noted below for use upon Owner's instructions:
   1. Concession Stand Expansion: $60,000.00
   2. Indoor Batting Cage: $10,000.00
B. Contractor's costs for products, equipment, delivery, installation, labor, insurance, payroll, applicable taxes, bonding, equipment rental, overhead and profit will be included in a Change Order authorizing expenditure of funds from this Allowance.
C. Funds will be drawn from Contingency Allowance only by Construction Change Request
D. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order

1.6 SCHEDULE OF VALUES

A. Submit typed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet.
B. Submit Schedule of Values in duplicate within 15 days after date established in Notice to Proceed.
C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section, separating labor and material for each line item. Identify site mobilization, general conditions, testing, bonds and insurance as separate line items.
D. Include in each line item, the amount of Allowances specified in this Section.
E. Include within each line item, a directly proportional amount of Contractor's overhead and profit.
F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.7 APPLICATIONS FOR PAYMENT

A. Submit three notarized copies of each application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet.
B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
C. Payment Period: As defined in Owner-Contractor agreement.
D. Include one copy of waiver of liens from each subcontractor.

1.8 CHANGE PROCEDURES

A. The Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by AIA A201, 1997 Edition, Paragraph 7.4 by issuing Architect's Supplemental Instructions on AIA Form G710.
B. The Architect may issue a Construction Change Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications and a change in Contract Time for executing the change. Contractor will prepare and submit an estimate within 7 days.

C. The Contractor may propose a change by submitting request for change to the Architect, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01600.

D. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Architect.

E. Unit Price Change Order: For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under a Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.

F. Construction Change Directive: Architect may issue a directive, on AIA Form G713 Construction Change Directive signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.

G. Time and Material Change Order
   1. Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
   2. Architect will determine the change allowable in Contract Sum/Price and Contract Time as provided in the Contract Documents.
   3. Maintain detailed records of work done on Time and Material basis.
   4. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

H. Change Order Forms: AIA G701 Change Order.

I. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

J. Change Order: Furnish an itemized breakdown, in form acceptable to Architect of all costs and supporting information including but not limited to quantities, material prices, tier subcontracted work is performed at, labor rates and employer payments and rental rates. The itemized breakdown detail shall be the same for any subcontractor work. Provide complete supporting information for profit and overhead or markups used when so requested. Consider the following items a part of overhead or Contractor’s and sub-contractor’s mark-up and do not include as a separate cost item: Labor for Superintendents, Assistant Superintendents, home office personnel, timekeepers and maintenance mechanics at any level of contracting; individual pieces of equipment, hand tools or instruments having a new value of $500.00 or less, whether or not consumed by use; on site and main offices; modification to record contract documents nor guarantee period costs.

1.9 ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement.

B. Coordinate related work and modify surrounding work as required.

C. Schedule of Alternates:
   1. Alternate No. 1: Credit Cost Savings of General Conditions for award of any multiple combination of base bid items A. and B. as noted on the Bid Form.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01300

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Project Information Management.
B. Coordination.
C. Building Layout.
D. Preconstruction meeting.
E. Request for information.
F. Site mobilization meeting.
G. Progress meetings.
H. Preinstallation meetings.
I. Cutting and patching.

1.3 PROJECT INFORMATION MANAGEMENT

A. Administration and exchange of project information will be accomplished through the use of the Architect's web-based Newforma® Info Exchange.
B. Project information to be exchanged through Newforma® Info Exchange website includes, but is not limited to, the following:
    1. Product Submittals
    2. Requests for Information (RFI)
    3. Applications for Payment
    4. Schedules
    5. Construction Change Requests (CCRs)
    6. Close-out Documents
    7. Construction Document Files
        a. Weather Days
        b. Electronic File Requests
        c. Correspondence
        d. Test Reports
        e. Meeting Minutes
        f. Field Reports

1.4 COORDINATION

A. Coordinate scheduling, submittals, and Work of the various Sections of the Project Manual to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
D. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
E. Large Apparatus: Any large piece of apparatus which is to be installed in any space in the building, and which is too large to permit access through windows, doorways or shafts, shall be brought to the job by the Contractor involved and placed in the space before the enclosing structure is completed.
F. Items which require electrical connections shall be coordinated with Division 16 for:
    1. Voltage
    2. Phase
    3. Ampacity
    4. No. and size of wires
    5. Wiring diagrams
    6. Starter size, details and location
    7. Control devices and details
G. Coordinate completion and cleanup of Work of separate Sections in preparation for Substantial Completion.
H. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.5 PRECONSTRUCTION MEETING

A. Architect will schedule a meeting after Notice to Proceed.
B. Attendance Required: Owner, Architect, Contractor and major Subcontractors.
C. Agenda:
    1. Submission of executed bonds and insurance certificates.
    2. Distribution of Contract Documents.
    3. Submission of list of Subcontractors, list of products, Schedule of Values, and progress schedule.
    4. Designation of personnel representing the parties in Contract and the Architect.
    5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, Request for Information (RFI), and Contract closeout procedures.
    6. Review Notice to Proceed (NTP) and Substantial Completion Dates.
    7. Surface drainage requirements (SWPPP), if applicable.
    8. Scheduling.
        a. Use of premises by Owner and Contractor.
        b. Owner's requirements and partial occupancy.
        c. Construction facilities and controls provided by Owner.
        d. Temporary utilities provided by Owner.
        e. Survey and building layout.
        f. Security and housekeeping procedures.
        g. Construction progress meetings.

h. Procedures for testing.
i. Procedures for maintaining record documents.
j. Requirements for start-up of equipment.
k. Inspection and acceptance of equipment put into service during construction period.

9. Scheduling activities of Construction Material Testing (CMT) lab.

D. Record minutes and distribute copies within three days after meeting to participants with copies to Architect and those affected by decisions made.

1.6 REQUEST FOR INFORMATION

A. Contractor shall use Architect's Newforma® Info Exchange website when submitting Requests For Information (RFI). Only Contractor can submit RFIs to Architect. RFI requests from subcontractors or material suppliers will not be considered.

B. All information indicated on the RFI to be provided by Contractor shall be complete before a request can be uploaded to the Architect's Newforma® Info Exchange website. Requests with incomplete information will not be accepted. Submission of a complete RFI request by Contractor does not constitute an RFI until Architect makes the determination. If Architect determines that request cannot be answered with the information provided in the Contract Documents, Architect will then assign an RFI tracking number. Requests determined by Architect not to be an RFI will be returned to Contractor electronically and deleted from Architect's electronic tracking software without being assigned an RFI tracking number. A transmittal document returning the denied RFI request will be provided with a response indicating action to be taken by Contractor.

C. RFIs may contain more than one item when the items are related issues. Otherwise, only one item shall be addressed on each RFI request.

D. RFIs may contain more than one item when the items are related issues. Otherwise, only one item shall be addressed on each RFI request.

E. Architect's response to the RFI will be in writing and issued to Contractor and Owner electronically via Architect's Newforma® Info Exchange website.

F. Responses from Architect will not change any requirement of the Contract Documents. Should Contractor believe an RFI response to cause a change to the Contract, Contractor shall give written notice to Architect in accordance with the requirements in the Contract. Written notice shall include specific reasons and an order of magnitude of Cost and/or Time that Contractor deems appropriate based on the Architect's RFI response. Contractor's written notice does not constitute a Change Order, but provide a basis for further review and discussion with the Architect.

1.7 SITE MOBILIZATION MEETING

A. Architect will schedule a meeting at the Project site prior to Contractor occupancy.

B. Attendance Required: Architect, Special Consultants, Contractor, Contractor's Superintendent, and major Subcontractors.

C. Agenda:
1. Use of premises by Owner and Contractor.
2. Owner's requirements and partial occupancy.
3. Construction facilities and controls provided by Owner.
4. Temporary utilities provided by Owner.
5. Survey and building layout.
6. Security and housekeeping procedures.

7. Schedules.
8. Procedures for testing.
9. Procedures for maintaining record documents.
10. Requirements for start-up of equipment.
11. Inspection and acceptance of equipment put into service during construction period.

D. Record minutes and distribute copies within three days after meeting to participants with three copies to Architect and those affected by decisions made.

1.8 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at minimum bi-monthly intervals.
B. Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Architect, as appropriate to agenda topics for each meeting.
D. Agenda:
1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems which impede planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.
E. Record minutes, and distribute copies within three days to Architect, participants, and those affected by decisions made.

1.9 PREINSTALLATION MEETING

A. When required in individual specification Sections, convene a preinstallation meeting at work site prior to commencing work of the Section.
B. Require attendance of parties directly affecting, or affected by, work of the specific Section.
C. Notify Architect four days in advance of meeting date.
D. Prepare agenda and preside at meeting.
1. Review conditions of installation, preparation and installation procedures.
2. Review coordination with related work.
E. Record minutes, and distribute copies within three days after meeting to participants, with three copies to Architect.

PART 2 - PRODUCTS

2.1 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

A. Motors: Specific motor type is specified in individual specification sections.
B. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.
C. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
B. Examine and verify specific conditions described in individual specification sections.
C. Verify that utility services are available, of the correct characteristics, and in the correct location.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.
B. Seal cracks or openings of substrate prior to applying next material or substance.
C. Apply any manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.3 CUTTING AND PATCHING

A. Employ skilled and experienced installer to perform cutting and patching.
B. Submit written request in advance of cutting or altering elements which affects:
    1. Structural integrity of element.
    2. Integrity of weather-exposed or moisture-resistant elements.
    3. Efficiency, maintenance, or safety of element.
    4. Visual qualities of sight-exposed elements.
    5. Work of Owner or separate contractor.
C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
    1. Fit the several parts together, to integrate with other Work.
    2. Uncover Work to install or correct ill-timed Work.
    3. Remove and replace defective and non-conforming Work.
    4. Remove samples of installed Work for testing.
    5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
D. Execute work by methods which will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.
E. Cut rigid materials using masonry saw or core drill.
F. Restore Work with new products in accordance with requirements of Contract Documents.
G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
J. Identify any hazardous substance or condition exposed during the Work to the Architect for decision or remedy.

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Submittal procedures.
B. Resubmittal requirements.
C. Construction progress schedules.
D. Proposed products list.
E. Shop drawings.
F. Product data.
G. Samples.
H. Design data.
I. Test reports.
J. Certificates.
K. Manufacturers' instructions.
L. Manufacturers' field reports.
M. Erection drawings.
N. Construction photographs.

1.3 RELATED SECTIONS

A. Section 01200 - Price and Payment: Schedule of Values; Inspecting and Testing Allowances.
B. Section 01400 - Quality Requirements: Manufacturers' field services and reports; Testing Laboratory Services.
C. Section 01700 - Execution Requirements: Contract warranty, manufacturer's certificates and closeout submittals.

1.4 SUBMITTAL PROCEDURES

A. Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
B. Produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01700.
C. Transmit each submittal separately with Contractor's standard transmittal letter including Contractor's name, address and phone number. Each submittal shall contain only one specification section.
D. Sequentially number transmittal forms using Section number or Contractors other sequential numbering system.
E. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing sheet and detail number(s), and specification Section number, appropriate to submittal.

F. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
G. Schedule submittals to expedite the Project, and deliver to Architect. Coordinate submission of related items.
H. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
I. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
J. Allow space on submittals for Contractor and Architect review stamps.
K. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
L. Submittals not requested will not be recognized or processed.
M. Format
    1. Submit all submittals digitally using .PDF file extension. Each submittal shall be a single .PDF file including transmittal letter. Multiple files for the same submittal will not be accepted.
    2. Submittals in any other format, including .ZIP files, will be rejected.
    3. Hard copies will not be accepted.
    4. To ensure each page is legible, .PDF pages of drawings shall be the same size/scale as a hard copy. Where applicable, scale symbols should be provided to indicate scale. Illegible submittals will be rejected.
    5. Submittals will be uploaded to Architect’s Info Exchange website.
N. The submittal procedures described in this Article applies to the Construction Progress Schedule, Products List, Shop Drawings, Product Data, Samples (actual samples and digital files of same), Design Data, Test Reports, Certificates, Manufacturer’s Instructions and Field Reports, Erection Drawings and any other type of submittal submitted to Architect.

1.5 RESUBMITTAL REQUIREMENTS

A. Revise and resubmit submittals, as required, and resubmit to meet requirements as specified and as noted on submittal reviews.
B. Mark as RESUBMITTAL.
C. Re-use original transmittal number and supplement with sequential alphabetical or numeric suffix for each re-submittal.

1.6 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule for Architect’s review within 15 days after date established in Notice to Proceed.
B. Revise and resubmit as required.
C. Submit revised schedule with each Application for Payment, identifying changes since previous version.
D. Submit a horizontal bar chart with separate line for each section of Work, identifying first work day of each week.
E. Indicate product/material manufacturer’s lead-time for delivery to site. Include as a separate line for each product/material.

F. Submit separate schedule of submittal dates for shop drawings, product data, and samples, including Owner furnished products, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.
G. Indicate product/material manufacturer's lead-time for delivery to site. Include as a separate line for each product/material.

1.7 SHOP DRAWINGS

A. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
B. Printable Image Size: Minimum 8 ½ x 11 inches and maximum 30 x 42 inches.
C. Draw details to a minimum scale of 1/2 inches equal to 1 foot.
D. Draw site plans to same scale indicated on contract drawings.
E. Draw all other plans to a minimum scale of 1/8 inch equal to 1 foot.
F. Construction Documents (electronic or paper format) issued by the Architect cannot be used in any shape, form or fashion in the creation and development of shop drawings, except that electronic files containing floor plans or site plans which have been purchased from the Architect may be used as "backgrounds" for Contractor, subcontractors, sub-subcontractors and material suppliers in the Shop Drawing process.
G. Electronic Files
   1. Electronic drawing files are available for purchase from the Architect upon request. Cost of the files are indicated below plus applicable taxes.

0 – 3 sheets	$100.00 per sheet
4 – 6 sheets	$400.00 flat fee
7 – 9 sheets	$500.00 flat fee

   Only the Contractor or his subcontractors and sub-subcontractors may purchase an electronic file. An electronic file will be provided in AUTOCAD format of the release currently used by the Architect. File will be provided via Architect's Info Exchange website.
   2. Prior to delivery of the file, purchaser shall sign an Electronic File Transfer Release Form. Payment for an electronic file shall occur upon delivery of file to purchaser.
   3. Electronic file shall be used only for the production of information required by this project and shall not be used in any other form (in whole or part).
   4. In the creation and publication of Shop Drawings, under no circumstances shall the Design Professional's seal or title block of the drawing be reproduced. All shop drawings must be original works from the Contractor subcontractors, sub-subcontractors and material suppliers.

1.8 PRODUCT DATA

A. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
B. Include recommendations for application and use, and reference to compliance with specified standards of trade associations and testing agencies.

C. Include notation of special coordination requirements for interfacing with adjacent work and building utilities where applicable.
D. After review, distribute in accordance with Article titled SUBMITTAL PROCEDURES above and provide copies for Record Documents described in Section 01700 – Execution Requirements.

1.9 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Accompany physical sample with color digital image (photo or scanned PDF) of sample. Coordinate sample submittals for interfacing work.
B. Unless otherwise specified, submit samples of finishes from manufacturers' full range of standard colors, textures, and patterns, for Architect's selection.
C. Where variations in color, pattern or texture are inherent in the material or product, submit multiple samples to indicate the approximate range or variations.
D. Include full Project information and identification of manufacturer, model number, type, style and color on each sample.
E. Submit the number of samples specified in individual specification Sections; two of which will be retained by Architect.
F. Reviewed samples which may remain as part of the Work are indicated in individual specification Sections.
G. Samples will not be used for testing purposes unless specifically stated in individual specification section.

1.10 DESIGN DATA

A. Submit for Architect's knowledge as contract administrator or for Owner.
B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.11 TEST REPORTS

A. Submit for Architect's knowledge as contract administrator or for Owner.
B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.12 CERTIFICATES

A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect.
B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
C. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

1.13 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing.
B. Identify conflicts between manufacturers' instructions and Contract Documents.
C. Indicate special procedures, conditions requiring special attention and special environmental criteria required for application or installation.

1.14 MANUFACTURER'S FIELD REPORTS

A. Submit reports for Architect’s benefit as contract administrator or for Owner.
B. Submit report within 30 days of observation to Architect for information.
C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.15 ERECTION DRAWINGS

A. Submit drawings for Architect’s benefit as contract administrator or for Owner.
B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

1.16 CONSTRUCTION PHOTOGRAPHS

A. Each month submit photographs to Architect with Application for Payment.
B. Photographs
    1. Format: JPEG file extension; color.
    2. Subject
        a. Take two site photographs from differing directions and five interior photographs indicating the relative progress of the Work, 5 days maximum prior to submitting pay request.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01400

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Quality control and control of installation.
B. Tolerances.
C. References.
D. Mock-up requirements.
E. Testing and Inspection services.
F. Manufacturers' field services.
G. Examination
H. Preparation

1.3 RELATED SECTIONS

A. Section 01330 - Submittal Procedures: Submission of Manufacturers' Instructions and Certificates.
B. Section 01420 - Reference Standards.
C. Section 01600 - Product Requirements: Requirements for material and product quality.
D. Section 01700 - Execution Requirements: Starting of Systems.

1.4 QUALITY CONTROL AND CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
B. Comply with manufacturers' instructions, including each step in sequence.
C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
E. Perform work by persons qualified to produce workmanship of specified quality.
F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
G. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.5 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
C. Adjust products to appropriate dimensions; position before securing in place.

1.6 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
B. Conform to reference standard by date of issue current on date of Contract Documents, except where a specific date is established by Code.
C. Obtain copy of standards when required by specification section.
D. Neither contractual relationship, duties nor responsibilities of parties in Contract nor those of the Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

1.7 MOCK-UP REQUIREMENTS

A. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.
B. Assemble and erect specified items, with specified attachment and anchorage devices, flashings, seals, and finishes.
C. Accepted mock-ups shall be comparison standard for quality level for the Work.
D. Where mock-up has been accepted by Architect and is specified in individual specification sections to be removed, remove mock-up and clear area.

1.8 TESTING AND INSPECTION SERVICES

A. Owner will appoint, employ, and pay for specified services of an independent firm to perform inspection and testing.
B. The independent firm will perform inspections, tests, and other services specified in individual specification Sections and as required by the Architect.
C. Testing, inspections and source quality control may occur on or off project site. Perform off-site testing as required by Architect or Owner.
D. Independent Testing Laboratory firm’s reports will be submitted to the Architect, with a copy to the Contractor and Owner. Reports will indicate observations and results of tests and will indicate compliance or non-compliance with Contract Documents.
E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, provide safe access to project site, and provide assistance by incidental labor as requested.
    1. Notify Architect and independent firm 48 hours prior to expected time for operations requiring services.
    2. Pay for additional samples and tests required for Contractor's use.

F. Employment of independent testing agency or laboratory does not relieve Contractor from performing Work to contract requirements.
G. Re-testing and/or re-inspection required because of non-conformance to specified requirements will be charged to the Contractor by deducting re-testing and/or re-inspection charges from the Contract Sum/Price.

1.9 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, and start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.
B. Submit qualifications of observer to Architect 30 days in advance of required observations. Observer subject to approval of Architect.
C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
D. Refer to Section 01330 - SUBMITTAL PROCEDURES, MANUFACTURERS' FIELD REPORTS article.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
C. Examine and verify specific conditions described in individual specification sections.
D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.
B. Seal cracks or openings of substrate prior to applying next material or substance.
C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Selection and payment.
B. Contractor submittals.
C. Laboratory responsibilities.
D. Laboratory reports.
E. Limits on testing laboratory authority.
F. Contractor responsibilities.
G. Schedule of inspections and tests.

1.3 RELATED SECTIONS

A. Section 01200 – Price and Payment: Allowance for payment of testing services.
B. Section 01300 - Submittals: Manufacturer's certificates.
C. Section 01650 - Starting of Systems and Division 15 Section: Testing, Adjusting, and Balancing.
D. Section 01700 - Contract Closeout: Project Record Documents.
E. Individual Specification Sections: Inspections and tests required, and standards for testing.

1.4 REFERENCES

A. ANSI/ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
B. ANSI/ASTM E329 - Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.

1.5 SELECTION AND PAYMENT

A. **Owner** shall employ and pay for services of an independent testing laboratory to perform specified inspection and testing.
B. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.6 QUALITY ASSURANCE

A. Comply with requirements of ANSI/ASTM E329 and ANSI/ASTM D3740R.
B. Laboratory: Authorized to operate in State of Texas.

C. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
D. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards (NBS) standards or accepted values of natural physical constants.

1.7 CONTRACTOR SUBMITTALS

1. Prior to start of Work, submit testing laboratory name, address, and telephone number, and names of full time registered Engineer and responsible officer.
2. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of deficiencies reported by inspection.
3. Submit Testing Laboratory firm's reports to the Architect, in triplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
4. Testing and employment of testing agency or laboratory does not relieve Contractor from performing Work to contract requirements.
5. Perform re-testing and/or re-inspection required because of non-conformance to specified requirements using the same testing agency or laboratory. Payment for retesting will be the Contractor's responsibility.

1.8 LABORATORY RESPONSIBILITIES

A. Test samples of mixes submitted by Contractor.
B. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
C. Perform specified inspection, sampling, and testing of Products in accordance with specified standards.
D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
E. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or Products.
F. Perform additional inspections and tests required by Architect.
G. Attend preconstruction conferences and progress meetings.

1.9 LABORATORY REPORTS

A. After each inspection and test, promptly submit two copies of laboratory report to Architect, and to Contractor.
B. Include:
   1. Date issued
   2. Project title and number
   3. Name of inspector
   4. Date and time of sampling or inspection
   5. Identification of product and Specifications Section
   6. Location in the Project
   7. Type of inspection or test
   8. Date of test
   9. Results of tests
   10. Conformance with Contract Documents
C. When requested by Architect provide interpretation of test results.

1.10 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
B. Laboratory may not approve or accept any portion of the Work.
C. Laboratory may not assume any duties of Contractor.
D. Laboratory has no authority to stop the Work.

1.11 CONTRACTOR RESPONSIBILITIES

A. Deliver to laboratory at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.
B. Cooperate with laboratory personnel, and provide access to the Work and to manufacturer's facilities.
C. Provide incidental labor and facilities to provide access to Work to be tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, storage and curing of test samples.
D. Notify Architect and laboratory 24 hours prior to expected time for operations requiring inspection and testing services.
E. Pay costs of testing laboratory services from Allowance specified in Section 01200 – Price and Payment on approval of invoices by Architect.
F. Employ services of a separate qualified testing laboratory, arrange with laboratory and pay for additional samples and tests required by Contractor beyond specified requirements.

1.12 SCHEDULE OF INSPECTIONS AND TESTS

A. Section 04200 - Unit Masonry System: Obtain four sample facebrick units and test for conformance to ASTM C67.
B. At the time of final inspection and tests of the power and lighting system, all connections at panels, switches, circuit breakers, etc., and all splices shall be complete.
C. Each power, lighting and control circuit shall be tested and proven free of breaks, short circuits or grounds. On all conductors rated at 600 volts, Megger shall be used to test circuits.
D. As indicated in individual Specification Sections.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01420

REFERENCE STANDARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Quality assurance.
B. Schedule of references.

1.3 QUALITY ASSURANCE

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
B. Conform to reference standard by date of issue current on date of Contract Documents.
C. Obtain copies of standards when required by Contract Documents.
D. Maintain copy at jobsite during submittals, planning, and progress of the specific work, until Substantial Completion.
E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
F. The contractual relationship duties and responsibilities of the parties in Contract nor those of the Architect shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.4 SCHEDULE OF REFERENCES

AA	Aluminum Association 900 19th St., NW Washington, DC 20006 www.aluminum.org	(202) 862-5100
AABC	Associated Air Balance Council (202) 737-0202 1518 K St., NW Washington, DC 20005 www.aabchq.com	
AAMA	American Architectural Manufacturers Association 1827 Walden Office Sq., Suite 104 Schaumburg, IL 60173-4268 www.aamanet.org	(847) 303-5664

AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W., Suite 249 Washington, DC 20001 www.ashto.org	
AATCC	American Association of Textile Chemists and Colorists 1 Davis Dr, Research Triangle Park Durham, N.C. 27709 www.aatcc.org	919-549-8141
ABMA	American Boiler Manufacturers Association 950 N. Glebe Rd., Suite 160 Arlington, VA 22203-1824	
ACI	American Concrete Institute P.O. Box 9094 Farmington Hills, MI 48333-9094 www.aci-int.org	
ACI	ACI International P.O. Box 9094 Farmington Hills, MI 48333-9094	
ADC	Air Diffusion Council 104 So. Michigan Ave., No. 1500 Chicago, IL 60603	
ADSC	The International Association of Foundation Drilling 9696 Skillman Street, Suite 280 Dallas, TX 75243 www.adsc-iafd.com	(214) 681-5994
AF&PA	American Forest & Paper Association 1111 Nineteenth St. NW, Suite 800 Washington, DC 20036 www.afandpa.org	(202) 463-2700
AGA	American Gas Association P.O. Box 79230. Baltimore, MD 21279-0230	
AGC	Associated General Contractors of America 1957 E Street, N.W. Washington, DC 20006	

AHA	American Hardboard Association 1210 W. Northwest Hwy Palatine, IL 60067 www.hardboard.org	(847) 934-8800
AI	Asphalt Institute Research Park Drive P.O. Box 14052 Lexington, KY 40512-4052 www.asphaltinstitute.org	(606) 288-4960
AIA	American Institute of Architects 1735 New York Avenue, N.W. Washington, DC 20006	
AISC	American Institute of Steel Construction One East Wacker Dr., Suite 3100 Chicago, IL 60601-2001 www.aisc.org	(312) 670-2400
AISI	American Iron and Steel Institute 1101 17th St., NW, Suite 1300 Washington, DC 20036 www.steel.org	(202) 452-7100 (800) 277-3850
AITC	American Institute of Timber Construction 7012 S. Revere Pkwy, Suite 140 Englewood, CO 80112 www.aitc-glulam.org	(303) 792-9559
AMCA	Air Movement and Control Association International, Inc. 30 W. University Dr. Arlington Heights, IL 60004-1893 www.amca.org	(847) 394-0150
ANSI	American National Standards Institute 1819 L. Street, N.W. Washington, DC 20036 www.ansi.org	(202) 293-8020
APA/EWA	APA-The Engineered Wood Association P.O. Box 11700 Tacoma, WA 98411-0700 www.apawood.org	(253) 565-6600
API	American Petroleum Institute 1220 L St., NW Washington, DC 20005-4070 www.api.org	(202) 682-8000

ARI	Air-Conditioning and Refrigeration Institute 4301 North Fairfax Dr., Suite 425 Arlington, VA 22203 www.ari.org	(703) 524-8800
ARRA	Asphalt Recycling and Reclaiming Association #3 Church Circle, PMB 250 Annapolis, MD 21401 www.arra.org	(410) 267-0023
ASCE	American Society of Civil Engineers World Headquarters 1801 Alexander Graham Bell Dr. Reston, VA 20191-4400 www.asce.org	(703) 295-6300 (800) 548-2723
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 1791 Tullie Circle, N.E. Atlanta, GA 30329 www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	American Society of Mechanical Engineers 3 Park Avenue New York, NY 10016-5990 www.asme.org	(800) 843-2763
ASPA	American Sod Producers Association 4415 West Harrison Street Hillside, IL 60162	
ASPE	American Society of Plumbing Engineers 15233 Ventura Blvd., Suite 811 Sherman Oaks, CA 91403	
ASTM	American Society for Testing and Materials 100 Barr Harbor Dr. West Conshohocken, PA 19428-2959 www.astm.org	(601) 832-9585
AWI	Architectural Woodwork Institute 1952 Isaac Newton Sq. West Reston, VA 20190 www.awinet.org	(703) 733-0600
AWPA	American Wood-Preservers' Association P.O. Box 5690 Grandbury, TX 76049-7979 www.awpa.com	(817) 326-6300

AWS	American Welding Society 550 LeJeune Road, N.W. Miami, FL 33126 www.amweld.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235 www.awwa.org	(303) 794-7711
BHMA	Builders' Hardware Manufacturer Association 355 Lexington Avenue, 17th floor New York, NY 10017 www.buildershardware.com	(212) 297-2122
BIA	The Brick Industry Association 11490 Commerce Park Drive Reston, VA 28191-1525 www.bia.org	(703) 620-0010
CDA	Copper Development Association 57th Floor, Chrysler Building 405 Lexington Avenue New York, NY 10174	
CFR	Code of Federal Regulations North Capitol Street between G & H Streets, NW Washington, DC 20402	
CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Avenue, N.W. Washington, DC 20036	
CPSC	Consumer Product Safety Commission 1111 Eighteenth Street, NW Washington, DC 20207	
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road Schaumburg, IL 60195	
DHI	Door and Hardware Institute 7711 Old Springhouse Road McLean, VA 22102	
DOT	Department of Transportation 400 Seventh Street, SW Washington, DC 20590	

EJCDC	Engineers' Joint Contract Documents Committee American Consulting Engineers Council 1015 15th Street, N.W. Washington, DC 20005	
EJMA	Expansion Joint Manufacturers Association 25 North Broadway Tarrytown, NY 10591	
EPA	Environmental Protection Agency 401 M Street, SW Washington, DC 20460	
FCC	Federal Communications Commission 1919 M Street, NW Washington, DC 20554	
FM	Factory Mutual System 1151 Boston-Providence Turnpike P.O. Box 688 Norwood, MA 02062	
FS	Federal Specification General Services Administration Specifications and Consumer Information Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197 Washington, DC 20407	
GA	Gypsum Association 810 First St. NE, Suite 510 Washington, DC 20002	
GANA	Glass Association of North America 2945 SW Wanamaker Drive, Suite A Topeka, KS	(785) 271-0208
HPMA	Hardwood Plywood Manufacturers Association 1825 Michael Faraday Drive P.O. Box 2789	
HPW	H.P. White Laboratory 3114 Scarboro Road Street, MD 21154 Reston, VA 22090-2789	
ICBO	International Conference of Building Officials 5360 S. Workman Mill Road Whittier, CA 90601	

IEEE	Institute of Electrical and Electronics Engineers 345 East 47th Street New York, NY 10017	
IES	Illumination Engineering Society of North America 345 East 47th Street New York, NY 10017	
IMIAC	International Masonry Industry All-Weather Council International Masonry Institute 815 15th Street, N.W. Washington, DC 20005	
IMSA	International Municipal Signal Association165 East Union Street P.O. Box 539 Newark, NY 14513	
ISWA	Insect Screen Weavers Association P.O. Box 1018 Ossining NY 10562	
MBMA	Metal Building Manufacturer's Association 1300 Sumner Avenue Cleveland, OH 44115-2851	
MFMA	Maple Flooring Manufacturers Association 60 Rivere Drive, Suite 500 Northbrook, IL 60062 mfma@maplefloor.com	(847) 480-9138
MIL	Military Specification Naval Publications and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120	
ML/SFA	Metal Lath/Steel Framing Association 221 North LaSalle Street Chicago, IL 60601	
NAAMM	National Association of Architectural Metal Manufacturers 221 North LaSalle Street Chicago, IL 60601	
NBS	National Bureau of Standards (U.S. Department of Commerce) Gaithersburg, MD 20234	

NCMA	National Concrete Masonry Association P.O. Box 781 Herndon, VA 22070
NCRP	National Council on Radiation Protection and Measurement 7910 Woodmont Ave, Suite 800 Bethesda, MD 20814
NEBB	National Environmental Balancing Bureau 8224 Old Courthouse Road Vienna, VA 22180
NEC	National Electrical Code (by NFPA)
NECA	National Electrical Contractors Association 7315 Wisconsin Avenue Bethesda, MD 20814
NEMA	National Electrical Manufacturers' Association 2101 'L' Street, N.W. Washington, DC 20037
NFPA	National Fire Protection Association Battery March Park Quincy, MA 02269
NFoPA	National Forest Products Association 1619 Massachusetts Avenue, N.W. Washington, DC 20036
NHLA	National Hardwood Lumber Association P.O. Box 34518 Memphis, TN 38135
NPCA	National Paint and Coating Association 1500 Rhode Island Avenue N.W. Washington, D.C. 20005
NRCA	National Roofing Contractors Association 8600 Bryn Mawr Avenue Chicago, IL 60631
NSF	National Sanitation Foundation 3475 Plymouth Road P.O. Box 1468 Ann Arbor, MI 47106

NSWMA	National Solid Wastes Management Association 1730 Rhode Island Ave., N.W. Washington, DC 20036
NTMA	National Terrazzo and Mosaic Association 3166 Des Plaines Avenue Des Plaines, IL 60018
NWWDA	National Wood Window & Door Manufacturers Association 205 W. Touhy Avenue Park Ridge, IL 60068
OSHA	Occupational Safety and Health Administration (U.S. Department of Labor) Government Printing Office Washington, D.C. 20402
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077
PCI	Prestressed Concrete Institute 201 North Wells Street Chicago, IL 60606
PS	Product Standard U. S. Department of Commerce Washington, DC 20203
RILEM	International Union of Testing and Research Laboratories for Materials and Structures RILEM Secretariat General ENS-Pavillon des Jardins, 61 avenue du President Wilson F-94235 Cachan Cedex, France
RIS	Redwood Inspection Service One Lombard Street San Francisco, CA 94111
RCSHSB	Red Cedar Shingle and Handsplit Shake Bureau 515 116th Avenue Bellevue, WA 98004
RMA	Rubber Manufacturer's Association 1400 K Street, N.W. Washington, D.C. 20005

SDI	Steel Deck Institute P.O. Box 9506 Canton, OH 44711	
S.D.I.	Steel Door Institute 712 Lakewood Center North 14600 Detroit Avenue Cleveland, OH 44107	
SGCC	Safety Glazing Certification Council Route 11, Industrial Park Cortland, NY 13045	
SIGMA	Sealed Insulating Glass Manufacturers Association 401 North Michigan Avenue Chicago, IL 60611	(312) 644-6610
SJI	Steel Joist Institute 1205 48th Avenue North, Suite A Myrtle Beach, SC 29577	
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association 8224 Old Court House Road Vienna, VA 22180	
SPIB	Southern Pine Inspection Bureau 4709 Scenic Highway Pensacola, FL 32504-9094	
SSPC	Steel Structures Painting Council 4400 Fifth Avenue Pittsburgh, PA 15213	
TCA	Tile Council of America, Inc. Box 326 Princeton, NJ 08540	
UL	Underwriters' Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062	
WCLIB	West Coast Lumber Inspection Bureau 6980 S.W. Varns Road Box 23145 Portland, OR 97223	

WRI	Wire Reinforcement Institute 8361 A Greensboro Drive McLean, VA 22102
WWPA	Western Wood Products Association 1500 Yeon Building Portland, OR 97204
W.W.P.A.	Woven Wire Products Association 2515 N. Nordica Avenue Chicago, IL 60635

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES & CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 - General Requirements apply to Work of this Section.

1.2 SECTION INCLUDES

A. Temporary Utilities: Electricity, lighting, heat, cooling, ventilation, communication services, water, and sanitary facilities.
B. Temporary Controls: Barriers, enclosures fencing, protection of the Work, and water control.
C. Construction Facilities: Field offices, parking, project identification.
D. Removal of utilities, facilities, and controls.

1.3 RELATED SECTIONS

A. Section 01700 - Execution Requirements: Final Cleaning

1.4 TEMPORARY ELECTRICITY

A. Provide temporary electric feeder, in conduit, from existing electrical facilities at location as approved by Architect prior to installation. Contractor shall be responsible for maintaining continuous electrical service. All outages shall be conducted prior to occupancy of the building by the Owner. Any limited downtime shall be coordinated in advance with Owner 48 hours prior to disconnection. If downtime is greater than 24 hours, is not performed on a weekend or holiday, or will impede progress of the project, Contractor shall provide a generator so that work can continue. Contractor shall provide all necessary equipment and materials as required to maintain electrical service. All work shall be performed in accordance with the National Electrical Code and the utility company's recommendations and will be included as a part of this contract.
B. **Owner shall pay cost of energy used**. Exercise measures to conserve energy.
C. Power Service Characteristics Available: 120/208 volt, three phase, four wire.
D. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required.
E. Provide main service disconnect and over current protection at convenient location in conformance with the National Electrical Code.
F. Permanent convenience receptacles may not be utilized during construction unless they are to be removed prior to completion of project.
G. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.
    1. Provide 20 ampere duplex outlets, single phase circuits for power tools for every 2000 sq. ft of active work area and at specific locations as required.
    2. Provide 20 ampere, single phase branch circuits for lighting.

1.5 TEMPORARY COMMUNICATION SERVICES

A. Provide, maintain and pay for telephone service to field office at time of project mobilization.
B. Owner's communication systems shall not be used.
C. As a minimum, provide cellular mobile telephone service for the on-site superintendent and home office telephone service.
D. Provide field and home office with the following computer equipment and service:
   1. Hewlett Packard All-In-One or equivalent scanner, printer and facsimile.
   2. DSL or Cable Modem Service: Business DSL or Cable modem service with all required equipment (modems, filters, etc.). 1.5Mbps downstream/384Kbps upstream. Service shall utilize a DHCP IP address for the connection. Contractor shall pay all costs associated with this service including any ISP fees.

1.6 TEMPORARY WATER SERVICE

A. Connect to existing water source for construction operations.
B. **Owner shall pay cost of water used**. Exercise measures to conserve water.
C. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.

1.7 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required portable facilities and enclosures. Privy pitts shall not be used. Permanent building facilities shall not be used during construction operations.
B. Coordinate location of portable facilities with Owner and Architect.
C. Existing facilities may be used during construction operations. Maintain daily in clean and sanitary condition.
D. At the end of construction, return facilities to same or better condition than originally found.

1.8 EMPLOYEE RESIDENTIAL OCCUPANCY

A. Not allowed on Owner's property.

1.9 VEHICULAR ACCESS

A. Use existing on-site roads for construction traffic.

1.10 PARKING

A. When site space is not adequate, provide additional off-site parking.
B. Use of existing on-site streets and driveways for construction traffic is permitted.
C. Use of existing parking facilities by construction personnel is permitted.
D. Do not allow heavy or tracked vehicles or construction equipment in parking areas.
E. Maintenance:
   1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
   2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

F. Removal, Repair:
   1. Remove temporary materials and construction when permanent paving is usable before Substantial Completion.
   2. Remove underground work and compacted materials to depth of 2 (TWO) feet; fill and grade site as specified.
   3. Repair existing facilities damaged by use, to original condition.

G. Mud from Site Vehicles: Provide means of removing mud from vehicle wheels before entering streets.

1.11 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Remove waste materials, debris, and rubbish from site and dispose off-site at intervals as required to maintain clean site.

1.12 PROJECT IDENTIFICATION

A. Project Identification Sign
   1. Size: Provide (one) 8 ft. wide x 4 ft. high
   2. Materials: 3/4 inch thick exterior grade plywood and solid wood frame.
   3. Background Paint: Exterior quality, two coats; sign background of White color as selected.
   4. Lettering: Exterior paint of quality adequate to withstand weathering, fading, and chipping for duration of construction, contrasting colors with exhibit lettering by professional sign painter.
   5. Design: To Architect's design and colors.
   6. Content
      a. Project title, as indicated on Contract Documents.
      b. Owner's name and logo.
      c. Names and titles of Architect and Consultants.
      d. Name of Prime Contractor.
   7. Lettering: Series C of Standard Alphabet for Highway Signs, Public Roads Administration, Federal Works Agency.

B. Project Informational Signs
   1. If required by other documents or sections of the Project Manual, provide weather protected signs for site safety procedures, wage rates, and storm water pollution prevention plan.
   2. Erect sign on or adjacent to the field office, if required.

C. Design sign and structure to withstand 90 (Ninety) miles/hr wind velocity.

D. Installation:
   1. Install project identification sign within 15 days after date fixed by Notice to Proceed.
   2. Erect at location of high public visibility adjacent to main entrance to site directed by Owner.
   3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.

4. Install sign surface plumb and level, with butt joints. Anchor securely.
5. Paint exposed surfaces of sign supports and framing.

E. No other signs are allowed without Owner's permission except those required by law.
F. Maintenance: Maintain signs and supports clean, repair deterioration and damage.
G. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

1.13 TRAFFIC REGULATION

A. Signs, Signals, And Devices:
   1. Traffic Cones and Drums, Flares and Lights: As approved by authority having jurisdiction.
   2. Flag person Equipment: As required by authority having jurisdiction.
B. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
C. Flares and Lights: Use lights during hours of low visibility to delineate traffic lanes and to guide traffic.
D. Haul Routes:
   1. Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access.
   2. Confine construction traffic to designated haul routes.
   3. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.

E. Traffic Signs And Signals:
   1. Provide signs at approaches to site and on site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
   2. Relocate as Work progresses, to maintain effective traffic control.
F. Removal:
   1. Remove equipment and devices when no longer required.
   2. Repair damage caused by installation.
   3. Remove post settings to depth of two feet.

1.14 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's access of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
B. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way.
C. Provide protection for trees, shrubbery and lawns designated to remain. Replace damaged trees, shrubbery and lawns to original condition.
D. Protect site improvements including but not limited to pavements, walkways and drainage structures from damage. Replace damaged site improvements to original condition.
E. Protect non-owned vehicular traffic and stored materials from damage.

1.15 SECURITY

A. Security Program:
   1. Protect Work existing premises from theft, vandalism, and unauthorized entry.
   2. Initiate program at project mobilization.
   3. Maintain program throughout construction period until Owner occupancy.
B. Restrictions:
   1. Do not allow cameras on site or photographs taken except by written approval of Owner.
   2. Do not work on Sundays.

1.16 WATER CONTROL

A. Maintain excavations free of water.
B. Provide, operate, and maintain pumping equipment.
C. Protect site from puddling and running water from soil erosion.
D. Provide water barriers as required to protect existing building from puddling, ponding or other water accumulation that may damage foundations or other sub-surface construction.

1.17 DUST CONTROL

A. Execute Work by methods to minimize raising dust from construction operations.
B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.18 EROSION AND SEDIMENT CONTROL

A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
B. Minimize surface area of bare soil exposed at one time.
C. Provide temporary measures including berms, dikes, and drains, and other devices to prevent water flow that would result in erosion.
D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.19 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification Sections.
B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
C. Provide protective coverings at openings in walls, roof, and soffits.
D. Protect finished walkways, drives, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
F. Prohibit traffic from landscaped areas.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01600

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Products.
B. Product delivery, storage and handling.
C. Product options.
D. Substitutions.

1.3 RELATED SECTIONS

A. Section 01400 - Quality Requirements: Product quality monitoring. Testing Laboratory Services.

1.4 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work and does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
B. Provide interchangeable components of the same manufacturer, for similar components.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Delivery
   1. Deliver materials, products and equipment to the project site in manufacturer's original, unopened containers or packaging, with identifying labels intact and legible.
   2. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
   3. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
   4. Arrange deliveries in accordance with the construction schedule and in ample time to facilitate inspection prior to installation to avoid unnecessary delays in the construction process.
B. Storage
   1. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.
   2. Store sensitive products in weather-tight, climate controlled enclosures.
   3. For exterior storage of fabricated products, place on sloped supports, above ground.

4. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of Products.
5. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
6. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
7. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
8. Materials, products and equipment may be stored off site in a bonded and insured warehouse approved by the Architect and Owner. Pay all costs incurred for off-site storage facilities. Products properly stored in off-site storage facilities may be included in progress pay requests with written approval of the Architect.

C. Handling
1. Handle materials, products and equipment in a manner prescribed by manufacturer or specified to protect from damage during storage and installation.

1.6 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

1.7 SUBSTITUTIONS

A. The materials, products and equipment described in the Contract Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
B. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least five days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other material, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final. Architect's approval is for manufacturer only and not specific material or equipment. Approved manufacturer's material or equipment is subject to additional review after award of contract and submitted for Architect's approval during Construction Administration submittal/shop drawing review.
C. If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
D. A request for substitution constitutes a representation that the Bidder:
1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
2. Will provide the same warranty for the Substitution as for the specified product.

3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extension which may subsequently become apparent.
5. Will reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.

E. After Contract award, Architect will not consider requests for substitutions.

F. Although substitutions may be considered when a product becomes unavailable through no fault of the Contractor.

G. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01700

EXECUTION REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Closeout procedures.
B. Final cleaning.
C. Starting of systems.
D. Demonstration and instructions.
E. Testing, adjusting and balancing.
F. Protecting installed construction.
G. Hazardous materials affidavits.
H. Project record documents.
I. Operation and maintenance data.
J. Manual for materials and finishes.
K. Manual for equipment and systems.
L. Spare parts and maintenance products.
M. Product warranties and product bonds.
N. Maintenance service.

1.3 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.
B. Provide submittals to Architect required by authorities having jurisdiction.
C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.4 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.
B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
D. Clean or replace filters of operating equipment.
E. Clean debris from roofs, gutters, downspouts, and drainage systems.
F. Clean site; sweep paved areas, rake clean landscaped surfaces.
G. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.5 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual specification sections.
B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
F. Prohibit traffic from landscaped areas.

1.6 HAZARDOUS MATERIALS AFFIDAVITS

A. Contractor, each subcontractor, each sub-subcontractor, and each material/product supplier to provide a notarized affidavit declaring that hazardous materials were not incorporated into construction of or delivered to the Project.
B. Hazardous materials include asbestos, lead polychlorinated biphenyl (PCB), prohibited termite eradication chemicals or any substance of any proportion determined or suspected by an agency of federal or state government to create a health hazard.
C. Provide table of contents listing all affidavits in alphabetical order and assemble with metal prong binder in durable plastic presentation cover.
D. Prepare binder cover with printed title “AFFIDAVITS OF NON-INCORPORATED HAZARDOUS MATERIALS”, Title of Project, Project Address, Owner’s Name, Address and Phone and date of Construction Completion.
E. Provide one complete set of the aforementioned information in the prescribed format and on CD in PDF format.
F. Submit prior to Application for Final Payment.

1.7 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed Shop Drawings, Product Data, and Samples.
   6. Complete set of MSDS sheets for all materials.
   7. Manufacturer's instruction for assembly, installation, and adjusting.
B. Ensure entries are complete and accurate, enabling future reference by Owner.
C. Store record documents separate from documents used for construction.
D. Record information concurrent with construction progress, not less than weekly.
E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized.

3. Changes made by Addenda, Change Orders, RFI responses, and other modifications. For Addenda, Change Orders, and RFI responses, cut out and tape to pages in appropriate location, referencing source of change.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to finish main floor datum.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
4. Field changes of dimension and detail.
5. Details not on original Contract drawings.
6. Changes made by Addenda, Change Order, RFI responses, and other modifications. For Addenda, Change Orders, and RFI responses, cut out and tape to pages in appropriate location, referencing source of change.

G. Material Safety Data Sheets (MSDS)
1. Comply with the most current requirements of the Department of State Health Services, TEXAS VOLUNTARY INDOOR AIR QUALITY GUIDELINES FOR GOVERNMENT BUILDINGS, Publication #2-10 Section 297 of the Texas Health and Safety Code as outlined below.
2. Submit MSDS on **all** products used in construction of Project.
3. Submit MSDS in 8 ½ x 11 inch format text pages, bound in three D-ring binder with durable plastic covers.
4. Prepare binder cover with printed title “MATERIAL SAFETY DATA SHEETS (MSDS)”, Title of Project, Project Address, Owner’s Name, Address and Phone, and Date of Construction Completion.
5. Internally subdivide the binder contents with permanent page dividers, organized into the 16 Division CSI format, with tab title clearly printed under reinforced laminated plastic tabs.
6. Prepare a table of contents, listing each of the 16 Divisions headings and listing each material/product under each heading by manufacturer and material/product name.
7. Submit one complete set of the aforementioned information in the prescribed format and on CD in PDF format.
8. Submit binder and CD with Application for Final Payment. Binder and CD shall include **all** MSDS for materials/products delivered or installed in Project.
9. Failure to submit updated MSDS binders will cause Application for Final Payment to be held by Architect (not submitted to Owner for processing) until such time updated MSDS binder and CD are received and reviewed for compliance by Architect.

H. Submit documents to Architect with claim for final Application for Payment.

1.8 OPERATION AND MAINTENANCE DATA

A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring capacity expansion binders with durable plastic covers.
B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
E. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
   1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
   2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
      a. Significant design criteria.
      b. List of equipment.
      c. Parts list for each component.
      d. Operating instructions.
      e. Maintenance instructions for equipment and systems.
      f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
   3. Part 3: Project documents and certificates, including the following:
      a. Shop drawings and product data.
      b. Air and water balance reports.
      c. Certificates.
      d. Originals/Photocopies of warranties and bonds.
   4. Submit one complete set of the aforementioned information in the prescribed format and on CD in PDF format.
   5. Provide CD with three separate titles as noted above (Part 1, Part 2 and Part 3)
   6. Submit binder and CD with Application for Final Payment.

1.9 MANUAL FOR MATERIALS AND FINISHES

A. Submit one copy and CD in PDF format of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.
B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
C. Submit one copy of completed volumes 15 days prior to final inspection. Draft copy be reviewed and returned after final inspection, with Architect comments. Revise content of document sets as required prior to final submission.
D. Submit two sets of revised final volumes in final form within 10 days after final inspection.
E. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom manufactured products.
F. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
G. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
H. Additional Requirements: As specified in individual product specification sections.
I. Include listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.10 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit one copy and CD in PDF format of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
C. Submit one copy of completed volume(s) 15 days prior to final inspection. Draft copy be reviewed and returned after final inspection, with Architect comments. Revise content of document sets as required prior to final submission.
D. Submit one set and CD in PDF format of revised final volumes in final form within 10 days after final inspection.
E. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
F. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
G. Include color coded wiring diagrams as installed.
H. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and special operating instructions.
I. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
J. Include servicing and lubrication schedule, and list of lubricants required.
K. Include manufacturer's printed operation and maintenance instructions.
L. Include sequence of operation by controls manufacturer.
M. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
N. Include control diagrams by controls manufacturer as installed.
O. Include Contractor's coordination drawings, with color coded piping diagrams as installed.
P. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
Q. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
R. Include test and balancing reports as specified in Section 01400.
S. Additional Requirements: As specified in individual product specification sections.
T. Include listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

1.11 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.
B. Deliver to Project site; obtain receipt prior to final payment.

1.12 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.
B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
C. Verify documents are in proper form, contain full information, and are notarized.
D. Co-execute submittals when required.
E. Include Table of Contents and assemble in separate three D side ring binder with durable plastic cover.
F. Submit one complete set of the aforementioned information in the prescribed format and on CD in PDF format.
G. Submit prior to Application for Final Payment.
H. Time Of Submittals:
    1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
    2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
    3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

1.13 MAINTENANCE SERVICE

A. Furnish service and maintenance of components indicated in specification sections from date of Substantial Completion.
B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.
D. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of Owner.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 02225

TRENCHING AND BACKFILLING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Excavating trenches for utilities from 5 feet outside building to existing municipal utilities.
B. Compacted fill from top of utility bedding to subgrade elevations.
C. Backfilling and compaction.

1.3 RELATED SECTIONS

A. Section 02350 – Earth Moving
B. Section 02732 – Sanitary Sewerage Utilities

1.4 REFERENCES

A. ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
B. ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.
C. ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. Rammer and 18 inch Drop.
D. ASTM D2167 - Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
E. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
F. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.

1.5 DEFINITIONS

A. Utility: Any buried pipe, duct, conduit, or cable.

1.6 FIELD MEASUREMENTS

A. Verify that survey bench mark, control point, and intended elevations for the Work are as shown on drawings.

1.7 COORDINATION

A. Verify work associated with lower elevation utilities is complete before placing higher elevation utilities.

PART 2 - PRODUCTS

2.1 FILL MATERIALS

A. Trench backfill in areas paved by this project shall be rock crusher fines. Trench backfill in areas not paved by this project may be rock crusher fines or the most granular material from the excavated trench spoils. Only the material passing through the 2-inch screen size, and free of organic material shall be used.
B. Trench backfill within building areas shall be satisfactory soil as defined in Section 02350 - Earth Moving, free of organic material.

PART 3 - EXECUTION

3.1 PREPARATION

A. Identify required lines, levels, contours, and datum locations.
B. Protect plant life, lawns, and other features remaining as a portion of final landscaping.
C. Protect bench marks, fences, paving, and curbs from excavating equipment and vehicular traffic.
D. Maintain and protect above and below grade utilities which are to remain.
E. Cut out soft areas of subgrade not capable of compaction in place. Backfill and compact to density equal to or greater than requirements for subsequent backfill material.

3.2 EXCAVATING

A. Excavate subsoil required for utilities.
B. Cut trenches sufficiently wide to enable installation and allow inspection. Remove water or materials that interfere with Work.
C. Do not interfere with 45 degree bearing splay of foundations.
D. Hand trim excavation. Hand trim for bell and spigot pipe joints. Remove loose matter.
E. Remove lumped subsoil, boulders, and rock.
F. Correct areas over excavated in accordance with Paragraph 3.1.E. of this section.
G. Excavate trenches to indicated gradients, lines, depths, and elevations.
H. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.
I. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
    1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

3.3 BACKFILLING

A. Backfill trenches to contours and elevations with unfrozen fill materials.
B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
C. Place and compact materials in equal continuous layers not exceeding 8 inches compacted depth.

D. Employ a placement method that does not disturb or damage existing or planned facilities.
E. Maintain optimum moisture content of fill materials to attain required compaction density.
F. Transport surplus fill materials to designated stockpile area as noted on the Plans.
G. Place backfill on subgrades free of mud, frost, snow, or ice.
H. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
I. Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Division 3 Section "Cast-in-Place Concrete."
J. Place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the utility pipe or conduit.
    1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
K. Place and compact final backfill of satisfactory soil to final subgrade elevation.
L. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs

3.4 TOLERANCES

A. Top Surface of Backfilling Under Paved Areas: Plus or minus 1/2 inch from required elevations.
B. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.

3.5 FIELD QUALITY CONTROL

A. Compaction testing will be performed in accordance with ASTM D1557, ASTM D2922, and ASTM D3017, and at the discretion of the Engineer the following: ASTM D1556, ASTM D2167
B. Backfill loose lifts = 12-inch maximum. Density requirements: Top 4 ft. of trench below subgrade = 95% ASTM D1557. Trench levels below 4 ft. = 90% ASTM D1557.
C. If tests indicate Work does not meet specified requirements, remove Work, replace, compact, and retest.
D. Frequency of Tests: 1 test per 250 linear feet of trench, at lift level chosen by Engineer’s Representative.

3.6 PROTECTION OF FINISHED WORK

A. Protect finished Work.
B. Reshape and re-compact fills subjected to vehicular traffic during construction.

END OF SECTION

SECTION 02230

SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Removing existing vegetation.
B. Clearing and grubbing.
C. Stripping and stockpiling topsoil.
D. Removing above- and below-grade site improvements.
E. Disconnecting, capping or sealing, and removing site utilities.

1.3 RELATED SECTIONS

A. Section 01500 – Temporary Facilities and Controls: Temporary utility services, construction and support facilities, security and protection facilities, and temporary erosion- and sedimentation-control measures.

1.4 DEFINITIONS

A. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
B. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.
C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of subsoil and weeds, roots, toxic materials, or other nonsoil materials.

1.5 MATERIAL OWNERSHIP

A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.6 SUBMITTALS

A. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.7 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

B. Improvements on Adjoining Property: No work is anticipated on private property.
   1. However, do not proceed with work on adjoining property unless directed by Architect.

C. Utility Locator Service: Notify utility locator service(s) for area where Project is located before site clearing.

D. Do not commence site clearing operations until temporary erosion- and sedimentation-control measures are in place.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 02350 - Earth Moving.
   1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Protect existing site improvements to remain from damage during construction.
   1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.

B. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

A. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.

3.4 EXISTING UTILITIES

A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
   1. Arrange with utility companies to shut off indicated utilities.
B. Locate, identify, and disconnect utilities indicated to be abandoned in place.
C. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
   1. Notify Architect not less than two days in advance of proposed utility interruptions.

3.5 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
   1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
   2. Grind down stumps and remove roots, obstructions, and debris to a depth of 18 inches below exposed subgrade.

3.6 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.
B. Strip topsoil to depth of 8 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.
   1. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects more than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.

3.7 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
   1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut a long line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
   2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION

SECTION 02300

EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 - General Requirements apply to Work of this Section.

1.2 SECTION INCLUDES

A. Preparing subgrades for slabs-on-grade.
B. Excavating and backfilling for buildings and structures.
C. Excavating and backfilling for utility trenches.

1.3 DEFINITIONS

A. Backfill: Soil material used to fill an excavation.
B. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
C. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
D. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
    1. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
E. Fill: Soil materials used to raise existing grades.
F. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
G. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 PROJECT CONDITIONS

A. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, SM, GC and SC according to ASTM D 2487, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

1. Plasticity Index: Between 5 and 15.

C. Unsatisfactory Soils: Soil Classification Groups CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
   1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

D. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

2.2 ACCESSORIES

A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored to comply with local practice or requirements of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.

B. Protect and maintain erosion and sedimentation controls during earth moving operations.

C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
   1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.3 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
   1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

3.4 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.
B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
   1. Clearance: 12 inches each side of pipe or conduit.
C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
   1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material, 4 inches deeper elsewhere, to allow for bedding course.

3.5 SUBGRADE INSPECTION

A. Proof-roll subgrade below the building slabs and pavements to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.6 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Architect.
   1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

3.7 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
   1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.8 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.
B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Section 03300 - Cast-in-Place Concrete.

D. Place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
   1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
E. Place and compact final backfill of satisfactory soil to final subgrade elevation.
F. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.9 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
B. Place and compact fill material in layers to required elevations as follows:
   1. Under building slabs, use satisfactory soil material.

3.10 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
   1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
   2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.11 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
   1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.

3.12 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding.
C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.13 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
C. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.14 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
    1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.15 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION

SECTION 02350

EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Preparing subgrades for slabs-on-grade, walks, pavements and turf and grasses.
B. See separate section for backfilling under buildings & structures.
C. Excavating and backfilling trenches for utilities and pits for buried utility structures.

1.3 RELATED SECTIONS

A. Section 01500 – Temporary Facilities and Controls: Temporary controls, utilities, and support facilities; also for temporary site fencing if not in another Section.

1.4 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
   1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
   2. Final Backfill: Backfill placed over initial backfill to fill a trench.
B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.
C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
   1. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
F. Fill: Soil materials used to raise existing grades.
G. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by a geotechnical testing agency, according to ASTM D 1586.
H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
I. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
K. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.5 SUBMITTALS

A. Material Test Reports: For each on site and borrow soil material proposed for fill and backfill as follows:
   1. Classification according to ASTM D 2487.
   2. Laboratory compaction curve according to ASTM D 1557.

1.6 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
B. Utility Locator Service: Notify utility locator service(s) as required for area where Project is located before beginning earth moving operations.
C. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
B. Select Non-Expansive fill material: Fill material used should be the on-site material, or a select non-expansive material meeting the following general requirements: the material shall be free of debris, waste, frozen materials, vegetation, and other deleterious matter.

Maximum Aggregate Size	3.0 Inches
Percent Retained on No. 4 Sieve	25-50
Percent Retained on No. 40 Sieve	50-85
Plasticity Index	15 maximum

The Contractor shall provide testing off off-site borrow material for conformance with the above gradation and P.I.
C. Unsatisfactory Soils: Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

2.2 ACCESSORIES

A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
   1. Red: Electric.
   2. Yellow: Gas, oil, steam, and dangerous materials.
   3. Orange: Telephone and other communications.
   4. Blue: Water systems.
   5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
B. Protect and maintain erosion and sedimentation controls during earth moving operations.
C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
   1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXPLOSIVES

A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
   1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
   2. Remove rock to lines and grades indicated to permit installation of permanent construction:
B. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.6 SUBGRADE INSPECTION

A. Notify Architect when excavations have reached required subgrade.
B. If Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
C. Proof-roll subgrade below pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
    1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
    2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.7 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
    1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.8 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:
    1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
    2. Surveying locations of underground utilities for Record Documents.
    3. Testing and inspecting underground utilities.
    4. Removing concrete formwork.
    5. Removing trash and debris.
    6. Removing temporary shoring and bracing, and sheeting.
    7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.9 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
B. Place and compact fill material in layers to required elevations as follows:
    1. Under pavement and walks use select non-expansive fill material.
    2. Under grass and planted areas, use satisfactory topsoil material.
C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.10 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
   1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
   2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.11 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
C. Compact soil materials to not less than the following percentages of maximum dry density:
   1. Under structures, building slabs and steps, see specs prepared by others.
   2. Under pavements, scarify and recompact top 12 inches of existing Subgrade and each layer of backfill or fill soil material at 95 percent ASTM D-1557.
   3. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent of ASTM D1557.
   4. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent of ASTM D1557.

3.12 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
   1. Provide a smooth transition between adjacent existing grades and new grades.
   2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
   1. Turf or Unpaved Areas: Plus or minus 1 inch.
   2. Walks: Plus or minus 1 inch.
   3. Pavements: Plus or minus 1/2 inch.
C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.13 SUBBASE AND BASE COURSES UNDER PAVEMENTS

A. For this project, all pavements will be concrete and per the geotechnical report no base material is required under concrete pavement.

3.14 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.

B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.

C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:

1. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length, but no fewer than two tests.
2. Paved Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 10,000 sq. ft. of paved area, but in no case fewer than three tests.

D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.15 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION

SECTION 02521

CONCRETE PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Driveways.
B. Roadways.
C. Parking lots.

1.3 RELATED SECTIONS

A. Section 03300 – Cast-In-Place Concrete: General building applications of concrete.

1.4 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans.

1.5 SUBMITTALS

A. Product Data: For each type of product indicated.
B. Shop Drawings: Four sets of Reinforcing Fabrication Shop Drawings shall be furnished to the Engineer and shall receive approval before any reinforcing steel is fabricated.
C. Other Action Submittals:
   1. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
D. Qualification Data: For qualified Installer of detectable warnings, and ready-mix concrete manufacturer.
E. Material Certificates: For the following, from manufacturer:
   1. Cementitious materials.
   2. Steel reinforcement and reinforcement accessories.
   3. Admixtures.
   4. Curing compounds.
   5. Applied finish materials.
   6. Bonding agent or epoxy adhesive.
   7. Joint fillers.
F. Material Test Reports: For each of the following:
   1. Aggregates.
G. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1.7 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.
B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at an ambient or surface temperature of as recommended by the Manufacturer.
C. Construction: All exposed edges on all structures shall be chamfered ¾-inch unless otherwise noted on plans.

PART 2 - PRODUCTS

2.1 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
   1. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less. Do not use notched and bent forms.
B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

A. All reinforcing bars shall be deformed unless shown otherwise on the plans. Any bars delivered to the site that are not marked with ASTM designation A615 Grade 60 shall immediately be removed from the site at the Contractor's expense.
B. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, fabricated into flat sheets.
C. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.
D. Epoxy-Coated Welded Wire Reinforcement: ASTM A 884/A 884M, Class A, plain steel.
E. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.
F. Galvanized Reinforcing Bars: ASTM A 767/A 767M, Class II zinc coated, hot-dip galvanized after fabrication and bending; with ASTM A 615/A 615M, Grade 60 deformed bars.
G. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M or ASTM A 934/A 934M; with ASTM A 615/A 615M, Grade 60 deformed bars.
H. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60, deformed bars; assembled with clips.
I. Plain-Steel Wire: ASTM A 82/A 82M, as drawn.
J. Deformed-Steel Wire: ASTM A 496/A 496M.
K. Epoxy-Coated-Steel Wire: ASTM A 884/A 884M, Class A coated, plain.
L. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60 plain-steel bars.. Cut bars true to length with ends square and free of burrs.
M. Tie Bars: ASTM A 615/A 615M, Grade 60, deformed.

N. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:

2.3 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of same type, brand, and source throughout Project:
   1. Portland Cement: ASTM C 150, gray portland cement Type I/II.

B. Normal-Weight Aggregates: ASTM C 33, uniformly graded. Provide aggregates from a single source. Course aggregate will be required to meet the specified soundness and percentage of wear shall not be more than 45 at 500 revolutions as determined by AASHTO.
   1. Maximum Coarse-Aggregate Size: 1-1/2 inches nominal.
   2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Water: Potable and complying with ASTM C 94/C 94M.

D. Air-Entraining Admixture: ASTM C 260.

E. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material. All admixtures require the engineer’s approval for use.
   1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
   2. Retarding Admixture: ASTM C 494/C 494M, Type B.
   3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
   4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
   5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
   6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.4 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz. /sq. yd. or cotton mats.

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.

D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.

E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
   1. Products: Subject to compliance with requirements, equal to MB-429 manufactured by Master Builders, Inc.

2.5 RELATED MATERIALS

A. Joint Fillers: ASTM D 1751 in preformed strips.

B. Joint Sealants : Joint sealants for concrete pavement shall be suitable for horizontal traffic joints exposed to fuel or gas spillage and shall be a chemically curing urethane polyurethane or polysulfide polymer-based elastomeric sealant complying with ASTM C920 Type M, Grade P Class 25, or Type S, Grade P, Class 25.

C. Joint Backing: ASNI/ASTM D1056, round, closed cell polyethylene foam rod, oversized 30 to 50 percent larger than joint width.

2.6 WHEEL STOPS

A. Wheel Stops: Precast, air-entrained concrete, 4500 psi 28 day strength minimum compressive strength, 4-1/2 inches high by 9 inches wide by 72 inches long. Provide chamfered corners and drainage slots on underside and holes for anchoring to substrate.
   1. Dowels: Galvanized steel, ½ inch in diameter, 10-inch minimum length.

2.7 CONCRETE MIXTURES

A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
   1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
   2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that meet or exceed requirements.

B. Proportion mixtures to provide normal-weight concrete with the following properties:
   1. Compressive Strength (28 Days): 3,000 psi in 5” thick pavements, 3500 psi in pavements thicker than 5”.
   2. Minimum 5.0 sacks of cement per cubic yard.
   3. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.
   4. Slump Limit: 1.5” if slip-formed (3” max). 4” if formed (6.5” max).

C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
   1. Air Content: 5 percent plus or minus 0.5 percent.

D. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
   1. Use water-reducing admixture in concrete as required for placement and workability with the Engineer’s approval.
   2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions with the Engineers approval.

E. Cementitious Materials: Limit percentage by weight of cementitious materials other than portland cement according to ACI 301 requirements as follows:
   1. Fly Ash or Pozzolan: 25 percent. Engineer approval is necessary for the use of Fly Ash.

F. Synthetic Fiber: Not Used.

2.8 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.
   1. When air temperature is between 75 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 60 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 45 minutes.

B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer. Site mixing for batches larger than 1 cu. Yd. requires Engineer's approval.
   1. For concrete batches of 1 cu. yd. or smaller, continue mixing at least 1 minute, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
   2. For concrete batches larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd.
   3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
B. Proof-roll prepared sub base surface below concrete paving to identify soft pockets and areas of excess yielding.
C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
E. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap of adjacent mats.

3.5 JOINTS

A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
   1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
   1. Omit steel reinforcement from construction joints unless otherwise indicated.
   2. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
   1. Locate expansion joints at maximum 100’ intervals and at geometric shape transitions.
   2. Extend joint fillers full width and depth of joint.
   3. Terminate joint filler not less than ¼ inch below finished surface if joint sealant is indicated.
   4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
   5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
   6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness.
   1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 3/8-inch radius. Repeat grooving of contraction joints after applying surface finishes.
   2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
   3. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.

E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 3/8-inch radius. Repeat tooling of edges after applying surface finishes.

3.6 CONCRETE PLACEMENT

A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.

B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.

C. Moisten sub base to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
D. Comply with ACI 304 requirements for measuring, mixing, transporting, and placing concrete.
E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
    1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels and joint devices.
H. Screed paving surface with a straightedge and strike off.
I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
J. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish and jointing.
    1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.
K. Cold-Weather Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
    1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
    2. Do not use frozen materials or materials containing ice or snow.
    3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.
L. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and as follows when hot-weather conditions exist:
    1. Cool ingredients before mixing to maintain concrete temperature below 100 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
    2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
    3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.7 FLOAT FINISHING

A. General: Do not add water to concrete surfaces during finishing operations.
B. Float Finish: Begin the second floating operation (see 3.6I for initial float) when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or

inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture; or
2. Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/8 inch deep with a stiff-bristled broom, transverse to largest dimension.

3.8 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
B. Comply with ACI 306.1 for cold-weather protection.
C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound or a combination of these as follows:
    1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
        a. Water.
        b. Continuous water-fog spray.
        c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
    2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period using cover material and waterproof tape.
    3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas that have been subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

3.9 PAVING TOLERANCES

A. Comply with tolerances in ACI 117 and as follows:
    1. Elevation: 3/4 inch.
    2. Thickness: Plus 1/4 inch, minus 1/4 inch.
    3. Surface: Gap below 10-foot long, unleveled straightedge not to exceed 1/4 inch.

3.10 PAVEMENT MARKING

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
B. Allow concrete paving to cure for a minimum of 28 days and be dry before starting pavement marking.
C. Sweep and clean surface to eliminate loose material and dust.

D. Apply paint with mechanical equipment to produce markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

3.11 WHEEL STOPS

A. Securely attach wheel stops to paving with not less than two galvanized-steel dowels located at one-quarter to one-third points. Install dowels in drilled holes in the paving and bond dowels to wheel stop. Recess head of dowel beneath top of wheel stop.

3.12 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain at least one set of 3 samples for each 250 cu. yd. or fraction thereof of each concrete mixture placed each day.
    a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
2. Slump: ASTM C 143/C 143M; Perform two (2) slump tests on randomly selected batches for every 250 cu.yds. or fraction thereof of concrete placed each day. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C 231, pressure method; two tests for each 250 cu. yd. placed, but not less than two tests for each day's pour of each concrete mixture.
4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
6. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.
    a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.

C. Strength of each concrete mixture will be satisfactory if average of any three consecutive 28 day compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.

D. Test results shall be reported in writing to Engineer and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.

F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer. The cost for additional testing shall be borne by the Contractor.
G. Concrete paving will be considered defective if it does not pass 28 day tests and inspections. Methods beyond the 28 day test time frame such as ACI 301 coring shall be considered only at the Engineers discretion.
H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
I. Prepare test and inspection reports.

3.13 REPAIRS AND PROTECTION

A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.
B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION

SECTION 02523

CONCRETE CURBS AND GUTTERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Concrete sidewalks, curbs and gutters and miscellaneous concrete flumes.
B. Concrete wheelstops.

1.3 RELATED SECTIONS

A. Section 02350 – Earth Moving.

1.4 REFERENCES

A. ACI 301 - Specifications for Structural Concrete for Buildings.
B. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
C. ASTM C33 - Concrete Aggregates.
D. ASTM C78 - Standard Test Method for Flexural Strength of Concrete.
E. ASTM C94 - Ready Mix Concrete.
F. ASTM C143 - Slump of Hydraulic Cement Concrete.
G. ASTM C150 - Portland Cement.
H. ASTM C172 - Sampling Freshly Mixed Concrete.
I. ASTM C173 - Air Content of Freshly Mixed Concrete by the Volumetric Method.
J. ASTM C260 - Air-Entraining Admixtures for Concrete.
K. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete.
L. ASTM C494 - Chemical Admixtures for Concrete.
M. ASTM C1116 - Fiber-Reinforced Concrete and Shotcrete.
N. ASTM D1751 - Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction.

1.5 SUBMITTALS

A. Submit following in accordance with “Submittals.”
B. Product Data: Provide data on joint filler admixtures, curing compounds and fibrous reinforcing.
C. Submit manufacturers printed product data, clearly marked, indicating required volume of fibrous concrete reinforcement materials to be added to each cubic yard of concrete.
D. Submit manufacturers printed batching mixing instructions.
E. Submit certificate prepared by concrete supplier stating that approved fibrous concrete reinforcement materials were added at the required volume to each batch of concrete delivered to project site. Accompanied each certificate by one (1) copy of each batch delivery ticket indicating amount of fibrous concrete reinforcement material added to each batch of concrete.

1.6 QUALITY ASSURANCE

A. Obtain cementitious materials from same source throughout.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Cold Weather Requirements.
   1. Do not place concrete when base surface temperature is less than 40 degrees F or surface is wet or frozen.
B. Warm Weather Requirements.
   1. Do not place concrete when temperature of mix exceeds 85 degrees F without approved retarder nor 95 degrees F with approved retarder.

PART 2 - PRODUCTS

2.1 FORM MATERIALS

A. Concrete Curbs and Gutters
   1. Steel form material, specifically designed for curb and gutter work, profiled to suit conditions, except that curves may be formed with wood sections built up or laminated, upon prior approval by the Engineer.
B. Sidewalks
   1. Steel or wood at contractor's option.
C. Joint Filler: ASTM D1751 type; 1/2 inch thick.

2.2 REINFORCEMENT

A. Concrete used for sidewalk shall contain 100 percent virgin homopolymer polypropylene fibrillated fibers specifically manufactured for use as concrete reinforcement and containing no reprocessed olefin materials.
B. Other site concrete is not required to include fiber reinforcing and shall include reinforcing steel bars, ASTM A615, deformed steel bars.

2.3 CONCRETE MATERIALS

A. Cement: ASTM C150 Type II.
B. Fine and Coarse Mix Aggregates: ASTM C33, max 1.5” aggregate size.
C. Water-Potable, not detrimental to concrete.
D. Air Entrainment: ASTM C260.

2.4 ACCESSORIES

A. Curing/Sealing Compound: ASTM C309, Type 1, Class B; equal to MB-429 manufactured by Master Builders, Inc.
B. Joint Sealers: ASTM D3405 or approved equal.

2.5 CONCRETE MIX - BY PERFORMANCE CRITERIA

A. Mix concrete in accordance with ACI 304. Deliver concrete in accordance with ASTM C94.
B. Select proportions for normal weight concrete in accordance with ACI 301 Method 1 or Method 2.

C. Add fibrous concrete reinforcement to concrete materials at the time concrete is batched in amounts in accord with approved submittals.
D. Mix batched concrete in strict accord with fibrous concrete reinforcement manufacturer's instructions and recommendations for uniform and complete dispersion.
E. Provide concrete to the following criteria:
   1. Compressive Strength: 3000 psi.
   2. Slump: 3 to 5 inches plus or minus 1 inch.
   3. Air Entrained: 5.5 percent plus or minus 1.5 percent.
F. Use accelerating admixtures in cold weather only when approved by Architect. Use of admixtures will not relax cold weather placement requirements.
G. Use set retarding admixtures during hot weather only when approved by Architect.

2.6 SOURCE QUALITY CONTROL AND TESTS

A. Provide mix design for each class of concrete to Architect for review prior to commencement of work.
B. Tests on cement and aggregates will be performed to ensure conformance with specified requirements.
C. Test samples in accordance with ACI 301.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify base conditions.
B. Verify compacted subgrade is acceptable and ready to support concrete work and imposed loads.
C. Verify gradients and elevations of base are correct.

3.2 PREPARATION

A. Moisten base to minimize absorption of water from fresh concrete.
B. Notify Architect minimum 24 hours prior to commencement of concreting operations.

3.3 FORMING

A. General: Forms for curb and gutter shall be approved type metal forms. The form sections shall be straight, free of warp and of a depth equal to the depth of the concrete section formed. The forms shall consist of a back form and gutter form with steel templates. Forms shall be constructed accurately to line and grade as established in the field, shall be adequately braced so that they will not move during placing of the concrete, and shall remain in place at least twelve (12) hours after placing of concrete. Forms shall be oiled with a light oil before each use and forms which are to be reused shall be cleaned immediately after use and maintained in good condition. Forms for concrete paving shall also conform to provisions of this paragraph. Forms for curb and gutter on curves with a radius of 130 feet or less shall be flexible steel forms.
B. Templates: The steel templates shall have the shape of the cross-section of the curb and gutter except the bottom portion of the template shall be cut away to allow for a solid mass of concrete. An acceptable shape is shown on a detail sheet of the plans; however, other shapes may be used upon submission of a design and the approval of the Engineer.

C. Machine Laid Curb and Gutter
   1. The concrete curb and gutter sections may be formed with a curb and gutter laydown machine, provided the machine is capable of laying the curb and gutter to the proper grade, alignment and cross-section, and is equipped with adequate vibrators to produce a dense concrete free of honeycombs.
   2. Laydown machines that cannot meet the above requirements will not be acceptable for use.

D. Curb and Gutter Cross-Section: Should the Contractor desire to use metal templates which differ slightly from the sections shown on the plans, such templates or drawings thereof shall be submitted for approval. Slight differences which will not affect the general appearances of the curb and gutter sections will be approved but no forms or templates shall be used which have not been approved by the Engineer.

E. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.

3.4 MIXING AND PLACING CONCRETE

A. Concrete shall be mixed in an approved batch type mixer which shall be equipped with a device for measuring the water which is accurate to within two percent (2%). Minimum time for mixing each batch after all ingredients are in the mixer shall be one and one-half (1-1/2) minutes. The speed of the mixer shall not exceed that recommended by the manufacturer. Excessive overmixing, requiring the addition of water to preserve the required consistency, will not be permitted. Concrete not in place within 45 minutes from the time of charging the drum, or which has developed initial hardening, shall not be used. Transit mixed concrete conforming to these specifications will be acceptable.

B. Concrete shall be deposited in place in such a manner as to require the minimum of rehandling and shall be placed in a manner which will produce a uniformly dense section, free of honeycomb or other voids, conforming to the grade, thickness, and shapes shown on the plans. Before placing concrete the subgrade or base surface shall be sprinkled so that it is in a thoroughly moistened condition (but not muddy). Concrete adjacent to forms or joints shall be thoroughly spaded or vibrated in order to eliminate honeycomb. Honeycombed places in the back of the curb or face of gutter will not be permitted, all honeycombed places shall be patched as directed by the Engineer. Concrete shall not be placed when the temperature is less than 40°F. and under no circumstances shall it be placed on frozen ground.

C. Mixing concrete for use in a curb and gutter laydown machine shall be mixed as specified above, and shall be placed to form the curb and gutter section with the laydown machine. Slump of the concrete shall be accurately controlled and shall be low enough to prevent sagging or slumping of the curb section behind the machine. Batches with excessive slump will be rejected.

D. Place concrete in accordance with ACI 301.

E. Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.

3.5 JOINTS

A. Align curb, gutter, and sidewalk joints.

B. Place joint filler between paving components and building or other appurtenances. Recess top of filler 1/4 inch for sealant placement.

C. Sidewalk Joints
   1. Place transverse contraction joints continuous across width of walk at a distance not to exceed sidewalk width or 5 feet on center, whichever is less.
   2. Place longitudinal contraction joints in centerline of walks 10 feet or more in width.
   3. Place transverse expansion joints at sidewalk returns, opposite expansion joints in adjoining curbs and around structures projecting through or into sidewalk, but not less than 20 feet on center.

D. Curb and gutter shall be constructed with an expansion joint at the tangent point of each return at intersections, at intervals of not more than forty feet (40') between intersections (odd length sections as directed by the Engineer), and at the end of each day's concrete pour. A construction or contraction joint shall be located at 10-foot intervals, or at each template or as directed by the Engineer. All joints shall be perpendicular to the surface of the concrete and to the axis of the section. Construction or contraction joints for curb and gutter poured in metal forms shall be formed by metal template plates accurately shaped to the cross-section shown on the plans and so constructed that they can be removed during the finishing operations. Templates shall be maintained in good condition and warped or bent templates shall not be used.

E. In machine laid curb and gutter the contraction joints shall be made at 10-foot intervals by cutting into the curb and gutter sections with a trowel a depth of approximately ½" these joints shall be finished as specified under finishing. Expansion joints shall be placed at end returns, but not to exceed a maximum spacing of three hundred feet (300'), and at the end of each day's concrete pour.

F. Expansion joint material shall be an approved preformed bituminous impregnated non-extruding type jointing material, 1/2" thick (3/4" thick for machine laid curb and gutter), and shaped to the section of the curb and gutter, or concrete drainage apron.

3.6 FINISHING

A. Sidewalk Paving: Light broom, radius to 3/8 inch radius, and trowel joint edges.
B. Curbs and Gutters: Light broom.
C. Ramps: Heavy broomed texture perpendicular to slope.
D. Direction of Texturing: Transverse to longest dimension.
E. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.
F. Curb and gutter, gutter, concrete valley gutters, fillets, and other miscellaneous concrete work shall be accurately shaped to the cross section shown on the plans or approved by the Engineer and finished to a surface of uniform texture by floating with a wood float and trowelling. The final finishing shall be done with a brush, the last stroke being one from the back of the curb to the lip of the gutter. Both sides of all joints, the lip of the gutter, and back edge of the curb shall be finished with an approved edging tool before the final brushing. Curves at the top and bottom of curb sections shall be accurately shaped and finished and the finished curb and gutter shall present a uniform appearance without "waves" in the face of the curb or "pockets" in the gutters or slabs. Particular care shall be exercised at valley gutters, both in setting forms and finishing, to insure that the shape of the gutter shall conform to the details of the plans and that no water pockets will be formed in the gutter of the pavement. At construction and contraction joints the mortar shall be cut the full width of the joint, and shall be neatly finished with an approved edging or grooving tool of such design to groove the joint approximately 2" in depth.
G. The construction and contraction joints in machine laid curb and gutter shall be neatly formed and finished with an approved edging or grooving tool of such design to groove the joint approximately 2" in depth.

3.7 JOINT SEALING

A. Separate pavement from vertical surfaces with 1/2 inch thick joint filler.
B. Place joint filler in pavement pattern placement sequence. Set top to required elevations. Secure to resist movement by wet concrete.
C. Extend joint filler from bottom of pavement to within 1/4 inch of finished surface. Joint sealer shall conform to ASTM 3405 or approved equal.

3.8 PROTECTING AND CURING

A. All concrete work shall be covered with burlap or other suitable material as soon as it has set sufficiently to prevent marking and kept wet continuously for at least four (4) days. Care shall be taken to prevent mechanical injury to concrete work during this period and until the work is accepted. Any work damaged prior to acceptance shall be repaired to the satisfaction of the Engineer.
B. In lieu of the above method of curing, the curb and gutter may be cured by applying a liquid membrane coating to all exposed surfaces as soon as the concrete has set sufficiently. The back and front of the concrete curb and gutter shall have the membrane applied as soon as the forms have been removed. The materials and method of application shall be approved by the Engineer before concrete placement begins. The coating shall conform to ASTM C309.
C. Suitable means shall be provided to prevent concrete from freezing for not less than 72 hours after placing. Any concrete damaged by freezing shall be removed and replaced by the Contractor at his expense. The addition of any admixture of chemicals to the concrete to prevent freezing shall not be allowed, unless specifically approved by the Engineer.
D. Suitable means shall be provided to protect freshly poured concrete from rain damage. Such means shall be kept readily accessible at all times during placement of concrete.

3.9 DEFECTIVE WORK

A. Any defective work disclosed after the forms have been removed shall be immediately removed and replaced. If any dimensions are deficient, or if any section is not constructed to the proper grade, or if the surface of the concrete is bulged, uneven, or shows honeycomb, which in the opinion of the Engineer cannot be repaired satisfactorily, the entire section shall be removed and replaced at the expense of the Contractor.

3.10 BACKFILLING

A. Backfill behind and adjacent to all concrete work including curb, gutter, sidewalks, drives, drainage structures and other miscellaneous concrete work shall be made from good quality topsoil. This material shall be free from organic material such as leaves, grass, roots and other unsuitable materials and free of rocks or stones. The Contractor shall provide a smooth, even slope between the property line and the top of curb or other concrete structure. Backfill behind the curb and gutter shall be compacted to at least the density of the undisturbed natural ground in the adjacent area.
B. Care shall be taken during the backfill and cleanup process not to scrape, chip, crack or otherwise damage the concrete including tire marks from equipment or trucks. Any damaged concrete will be removed and replaced at the expense of the Contractor.

3.11 CONCRETE BUMPERS

A. Install perpendicular to longitudinal axis of parking space, centered between stripes.
B. Anchor to pavement with dowels.

3.12 TOLERANCES

A. Maximum Variation of Surface Flatness: 1/4 inch in 10 ft.
B. Maximum Variation From True Position: 1/4 inch.

3.13 FIELD QUALITY CONTROL

A. Strength Tests
   1. Take minimum of one set of 3 samples for each day's pour but not less than one set for each 250 cubic yards placed.
   2. Take samples in accordance with ASTM C172.
   3. Concrete will be considered defective if it does not pass 28 day tests and inspections: Methods beyond the 28 day test time frame such as ACI 301 coring shall be considered only at the Engineer’s discretion.
B. Air Content
   1. Perform two tests for air content on randomly selected batches of concrete for each days pour but not less than two for each 250 cubic yards placed.
C. Slump Test
   1. Perform two slump tests in accordance with ASTM G143 on randomly selected batches for every 250 cubic yards or fraction thereof of concrete placed each day.
D. One additional test cylinder will be taken during cold weather and cured on site under same conditions as concrete it represents.
E. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature and test samples taken.

END OF SECTION

SECTION 02732

SANITARY SEWERAGE UTILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SCOPE OF WORK

A. The work covered by this section of the specifications consists of all sanitary sewer lines, manholes, service stub outs, service connections and appurtenances to be constructed under this project. The sanitary sewer lines shall be constructed in accordance with these specifications, at the locations and conforming to the lines, grades and dimensions shown on the plans or as required by the Engineer. Manholes shall be constructed in accordance with the details shown on the plans and as specified herein.

B. The Contractor shall furnish all materials, equipment, tools, labor, superintendence, and all incidentals required for construction of these items as shown on the drawings and as specified herein. Reference to a standard specification numbers for materials and testing shall include the latest revision of that specification.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General
   1. All gravity sewer pipes 4-inch through 15-inch shall be polyvinyl chloride (PVC) pipe, except as otherwise specified.

B. Polyvinyl Chloride (PVC) Pipe and Fittings
   1. Sewer pipe and fittings shall be SDR-35 (greater than 3 feet or less than 12 feet of cover) or SDR-26 (less than 3 feet or greater than 12 feet of cover) for pipe diameters 4-inch through 15-inch and shall meet the requirements of ASTM Specification D3034 and PVC Material 12454-B. All sewer pipe joints shall be integral bell, bell and spigot type with rubber gasket joints manufactured to conform to ASTM D1784 or D3139 and PVC Material 12454-B and ASTM F477 rubber gaskets.

C. Tape Material
   1. When non-metallic pipelines are to be installed the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.
   2. 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 depth of twenty-four inches (24”) below normal ground level.
   3. 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 SEWER LINE BELOW” or other words to this effect.

4. The marking tape shall be “detectable Warning Tape,” as manufactured by the Omega Marking Company, or equal approved by the Engineer.

D. Service Sewers and Fittings
1. Service sewer pipe and fittings shall be of the same material and specification as the line to which they are connected unless otherwise noted. All service sewer laterals shall be connected to the main line with tee's, wye's, etc. that are bell and spigot with rubber gaskets. All service sewer taps shall use an approved gasketed fitting in conjunction with a full circle repair sleeve coupling unless otherwise noted.

E. Manholes
1. General
a. Manholes shall be constructed of fiberglass. Sewer manholes shall be constructed in accordance with the design, size, details and at the locations shown on the plans. Fiberglass reinforced polyester manhole shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl ester resins, with fiberglass reinforcements. Manhole shall be a one piece unit manufactured to meet or exceed all specifications of ASTM D-3753, latest edition, as manufactured by L.F. Manufacturing, Inc., Giddings, Texas or an approved equal.
2. Fiberglass Manhole Materials
a. Resin: The resins used shall be a commercial grade unsaturated polyester resin or other suitable polyester or vinyl ester resin.
b. Reinforcing Materials: The reinforcing materials shall be commercial Grade "E" type glass in the form of continuous roving, and chop roving, having a coupling agent that will provide a suitable bond between the glass reinforcement and the resin.
c. Interior Surfacing Material: The inner surface exposed to the chemical environment shall be a resin-rich layer of 0.010 to 0.020 inch thick. The inner surface layer exposed to the corrosive environment shall be followed with a minimum of two passes of chopped roving of minimum length 0.5 inch to maximum length of 2.0 inches and shall be applied uniformly to an equivalent weight of 3 oz/ft^2. Each pass of chopped roving shall be well-rolled prior to the application of additional reinforcement. The combined thickness of the inner surface and interior layer shall not be less than 0.10 inch.
d. Wall Construction Procedure: After inner layer has been applied the manhole wall shall be constructed with chop and continuous strand filament wound manufacturing process which insures continuous reinforcement and uniform strength and composition. The cone section, if produced separately, shall be affixed to the barrel section at the factory with resin-glass reinforced joint resulting in a one-piece unit. Seams shall be fiberglassed on the inside and the outside using the same glass-resin jointing procedure. Field joints shall not be acceptable by anyone except the manufacturer.
e. Exterior Surface: For a UV inhibiter the resin on the exterior surface of the manhole shall have gray pigment added for a minimum thickness .125 inch.
f. Stub outs and Connections: Stub outs shall be factory installed. Installation of SDR PVC sewer pipe shall be performed by sanding, priming and using resin fiber-reinforced hand layup. The resin and fiberglass shall be same type and grade as used in the fabrication of the fiberglass manhole. Inserta-Tee fittings or Kor-N-Seal boots may be installed by manhole manufacturer using fiberglass reinforced pipe stub out for Kor-N-Seal boot sealing surface.

g. Manhole Bottom: Fiberglass manholes installed in new lines shall have 4,000 psi concrete -reinforced bottoms. This concrete bottom shall comply to the City of Midland's requirements. Concrete shall be used to form bench area and invert. Also concrete may be used on top of anti-flotation ring and around the reducer section as required for buoyancy. Manholes installed in existing lines shall utilize cast-in-place concrete bottoms in accordance with the plans and specifications.

h. Fillers and Additives: Fillers, when used, shall be inert to the environment and manhole construction. Sand shall not be accepted as an approved filler. Additives, such a thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used to meet the requirements of this standard. The resulting reinforced-plastic material must meet the requirements of this specification.

i. Manufacture: Manhole cylinders, manway reducers, and connectors shall be produced from glass fiber-reinforced polyester resin using a combination of chop and continuous filament wound process. All manholes shall be designed so that a ladder or step system can be supported by the installed manhole. Manway reducers will be concentric with respect to the larger portion of the manhole diameters through 60 inches. Larger manholes may have concentric or eccentric manway reducer openings. The manhole shall provide an area from which a typical ring and cover plate can be supported without damage to the manhole.

j. Exterior Surface: The exterior surface shall be relatively smooth with no sharp projections. Hand-work finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than 0.5 inch in diameter, delamination or fiber show.

k. Interior Surface: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, delamination, blisters larger than 0.5 inch in diameter and wrinkles of 0.1256 inch or greater in depth. Surface pits shall be permitted if they are less than 0.75 inch in diameter and less than 0.0625 inch deep. Voids that cannot be broken with finger pressure and that are entirely below the resin surface shall be permitted if they are less than 0.5 inch in diameter and less than 0.0625 inch thick. Any manhole repair is required to meet all requirements of this specification. Manhole lengths shall be in 6 inch increments $\pm$2 inches. Tolerance of inside diameter shall be $\pm$1% of required manhole diameter.

l. Load Rating: The complete manhole shall have a minimum dynamic-load rating of 16,000 lbf. when tested in accordance with ASTM D3753 Section 8.4 (Note 1). To establish this rating the complete manhole shall not leak, crack or suffer other damage when load tested to 40,000 lbf., and shall not deflect vertically downward more than 0.25 inch at the point of load application when loaded to 24,000 lb.

m. Stiffness: The manhole cylinder shall have the minimum pipe-stiffness values shown in the table below when tested in accordance with ASTM D3753 Section 8.5 (Note 1).

Manhole Length in Feet	PSI
3 - 6.5	0.75
7 - 12.5	1.26
13 - 20.5	2.01
21 - 25.5	3.02
26 - 35	5.24

n. Soundness: In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to ASTMD 3753 Section 8.6.

o. Chemical Resistance: When tested in accordance with ASTM D3753 Section 8.7 the log of percent retention of each property after immersion testing when platted against the log of immersion time, and extrapolated to 100,000 hours shall assure retention of at least 50% of initial properties.

p. Physical Properties

	Hoop Direction (psi)	Axial Direction (psi)
1. Tensile Strength	18,000	5,000
2. Tensile Modules	0.6×10^6	0.7×10^6
3. Flexural Strength	26,000	4,500
4. Flexural Modules	1.4×10^6	0.7×10^6
5. Compressive (psi)	18,000	10,000

All tests shall be performed as specified in ASTM D3753, latest addition, Section 8. Test Method D-790 and Test Method D-695.

q. Quality Control: Each completed manhole shall be examined for dimensional requirements, hardness, and workmanship. All required ASTM D3753 testing shall be completed and records of all testing shall be kept and copies of test records shall be presented to the Engineer upon formal written request. The manufacturer shall provide an independent certification indicating that the manhole has been sampled, tested and inspected in accordance with the provisions of this specification and meets all requirements.

r. Shipping and Handling: Do not drop or impact the fiberglass manhole. Fiberglass manhole may be lifted by inserting a 4"x4"x30" timber into the top of the manhole with cable attached or by a sling or "choker" connection around center of manhole, lift as required. Use of chains or cables in contact with the manhole surface is prohibited.

s. Concrete Bottom: Lower manhole into wet concrete until it rests at the proper elevation, with a minimum of 4 inches of fiberglass manhole inserted into the wet concrete below flow line, then move manhole to plumb. The concrete shall extend a minimum of one foot from the outside wall of the manhole and

a minimum of 6 inches above incoming lines. On the inside, concrete shall form the invert area and rise a minimum of 4 inches above incoming lines. If required by Engineer concrete may be used around reducer section buoyancy.

t. Grade Adjustment Rings: All final grade adjustment of manhole metal cover and frame assemblies shall be performed utilizing injection molded High Density Polyethylene (HDPE) grade adjustment rings as manufactured by LADTECH, Inc., Tel.: (651) 415-1252, 1-877-ADJ-RING, or Approved Equal. They shall be used instead of concrete grade adjustment rings. Grade adjustment rings shall be manufactured from polyethylene plastic as identified in ASTM D 1248 (Standard Specification for Polyethylene Plastic Molding and Extrusion Materials. Material properties shall be tested and qualified for usage per the ASTM Test Methods referred in ASTM D 1248. The grade adjustment rings shall be tested to assure compliance with impact and loading requirements per AASHTO Standard Specification for Highway Bridges.

Complete installation of grade adjustment rings shall be performed as per manufacturer's recommendations and "Fiberglass Manhole Details" in Sanitary Sewer Details sheet. The space between the rings, fiberglass, manhole, and metal cover frame shall be sealed utilizing an approved all weather preformed joint sealant made of butyl rubber that can bond properly between HDPE grade adjustment rings, fiberglass manhole, and metal cover frame.

All manholes in the proposed roadways shall have grade adjustment rings of a total height of 2 feet. In all other locations, manhole metal cover and frame will seat on HDPE grade adjustment rings as required based on site condition. In proposed roadway locations, top 6 inches height of grade adjustment rings shall be composed of individual grade adjustment rings of maximum 2 inch thickness.

PART 3 - EXECUTION

3.1 PIPE INSTALLATION

A. Pipe Trench Excavation

1. Pipe trenches shall be excavated to the lines and grades shown on the drawings or as established by the Engineer. Before excavation begins in paved areas, the existing pavement shall be cut or sawed to a neat line by methods that meet the approval of the Engineer. The maximum width of the trench below the top of the pipe shall be the outside diameter of the pipe plus twenty-four (24) inches with the pipe centered in the trench. 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 top of trench (undercutting) shall be four (4) inches. Where necessary to stay within the maximum width limits at the top of the pipe or to maintain a relatively straight trench wall to remain within available right-of-way, the trench shall be adequately braced and sheeted. The trench wall shall not be allowed to slope at a greater than 1:1 slope, above the top of

the pipe. The Contractor shall be fully responsible for any damage to private property or existing facilities due to inadequate trench sheeting.

2. The trench shall be excavated to an even grade so that the pipe can be laid to true line and grade. In order to obtain a true even grade, the trench shall be fine graded and shaped to fit the details as shown on the plans. Any part of the trench excavated below grade shall be corrected by filling with approved material and thoroughly compacting. If clay, rock or other unyielding material is encountered in the bottom of the trench, it shall be removed to a depth of six (6) inches below grade, refilled with selected material and thoroughly compacted to grade.
3. Bell holes of ample dimensions shall be dug at each joint to permit the jointing and bedding of the pipe to be properly accomplished.
4. Before the next phase of construction can take place above the trench bottom which has been excavated to the proposed subgrade of the specified class of bedding, the Contractor shall shape and grade earth subgrade. The earth subgrade for the bedding shall be free of surface water, firm, solid and stable before the specified class of bedding and/or pipe material is laid.
5. If the Contractor encounters ground water and cannot maintain a firm, solid and stable earth subgrade, free of surface water, he shall be required to dewater the trench.
6. The dewatering shall be accomplished by means of a well point system or by other suitable means. The dewatering shall be maintained until the trench has been satisfactorily backfilled and then the dewatering means shall be systematically removed to allow the ground water to gradually rise in the trench. The Contractor shall make his own arrangements for the disposal of ground water.
7. Trench digging machinery may be used to make trench excavations except in places where operations of same would cause damage to existing structures either above or below ground; in such instances, hand methods shall be employed. The Contractor shall locate all existing underground lines, of which he has been advised whether or not they are shown on the drawings, sufficiently in advance of trenching operations to prevent any damage thereto. Extreme care shall be used to prevent such damage and the Contractor shall be fully responsible for damage to any such lines.
8. There will be no classification of excavated materials and all materials encountered shall be excavated as required. Adjacent structures shall be protected from damage by construction equipment. All excavated material shall be placed along the trench or hauled away from the work area where required, in a manner which will not endanger the work. The Contractor shall be responsible for removing all excess material from the job site.

B. Granular Bedding and Backfill

1. All sewer pipes shall be laid in a prepared crushed rock bedding material and shall be backfilled as detailed on the plans. The granular bedding used around the pipe shall be ASTM C33, Grade No. 8 or an approved equal. The crushed stone bedding shall be shovel sliced around the pipe haunches. The bedding material shall be placed in 6-inch maximum lifts in accordance with the standard details in the plans. The first lift shall be laid in the pipe trench, shaped and smoothed to grade and thoroughly consolidated by means of tamping. The bedding material shall be checked for grade and bell holes dug for the pipe before the pipe is laid. If additional bedding is required to bring the first lift to grade, the additional bedding shall added and compacted before the pipe is laid. After the pipe has been laid, the second lift of bedding shall be laid around the haunch of the pipe and thoroughly

consolidated by shovel slicing and tamping. Subsequent six-inch lifts of bedding shall be added to the spring line of the pipe in accordance with the standard details in the plans.

2. The granular encasement material used in the pipe zone shall be ASTM C33, Grade No. 8 or approved equal. The granular encasement backfill material shall be placed in 6 inch maximum lifts and compacted.
3. Under pavement and slabs the backfill material used above the pipe zone shall be either 1) Rock Crusher Fines or 2) Cement Stabilized Backfill.
4. Rock Crusher Fines used for backfill operations shall be sharp grained particles of crushed stone and shall meet the following gradation:

Sieve Size	Percent Passing
2"	100
#4	35-100
#10	20-100
#40	5-35
#200	4-10

5. All crushed stone shall be installed in accordance with the details shown on the plans and consolidated in place by rolling.
6. Crushed stone screenings (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before placing the material in the pipe trench. The material shall be placed in 12-inch loose lifts and compacted in place using approved compaction equipment. All approved backfill material placed in the top four feet of a trench located in a public right-of-way, parking lot or in a location where, in the opinion of the Engineer, excessive settlement would jeopardize a future structure shall be backfilled in 12-inch loose lifts and compacted to ninety-five percent (95%) density as determined by ASTM D-1557. All other approved backfill material shall be placed in 12-inch loose lifts and compacted to ninety percent (90%) density as determined by ASTM D-1557. All areas in the public rights-of-way where grass will be planted shall have topsoil placed in the top 12 inches.
7. 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.
8. 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.
9. Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.
10. Caliche used for Portland cement stabilized backfill shall be crushed material conforming to Item 247 Grade 3 of the 2004 TxDOT Standard Specifications.
11. Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.
12. Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2".
13. Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

14. 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.
15. 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.
16. The mix design used must be for the method of placement chosen.
17. Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.
18. The minimum number of compaction tests to be conducted on backfilled material shall be as follows: 1 test per 40 cubic yards of backfill, or 1 test per 150 linear feet of trench.
19. All pipe bedding and backfill material shall be crushed and shall have at least two broken faces. Pea gravel will not be allowed.
20. Metallic Tape
    a. The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four inches (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 at a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling before the marking tape is placed in the trench.
    b. The Contractor shall then lay the marking tape in the pipe trench and tape shall be held in position by the spot placement of backfill materials over it to keep it from sliding to the sides and/or from being blown about in the ditch by the wind. The tape shall be laid with the painted side which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.
    c. 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.
    d. No separate payment item will be provided for furnishing and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

3.2 SANITARY SEWER PIPE INSTALLATION

A. General
1. All sewer pipe and fittings shall be unloaded, handled, laid, jointed and tested for defects in the manner herein specified.

B. Inspection
   1. The pipe and fittings shall be inspected upon delivery and during the progress of the work and any material found to be defective will be rejected and the Contractor shall remove such defective material from the site of the work.
   2. The Contractor shall be responsible for all materials furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacture or has been damaged in handling after delivery.

C. Pipe Laying
   1. After the trench has been properly fine graded and bedded, the pipe shall be laid in accordance with the following specifications. Each length of pipe shall be inspected for defects and shall be thoroughly cleaned inside and outside of the spigot before being lowered into the trench. Pipe laying shall proceed up-grade with the spigot ends pointing in the direction of the flow. All pipes shall be laid true to the lines and grades as established by the Engineer. A properly calibrated laser instrument shall be used to lay the pipe on grade. Bell holes shall be dug at each joint of sufficient depth to allow the entire length of the barrel of the pipe to rest on the bottom of the trench and to allow ample space for properly jointing the pipe.
   2. The jointing shall be completed for all pipes laid each day, in order not to leave open joints in the trench overnight. At times when pipe laying is not in progress, the open ends of the pipe shall be properly plugged. No pipe shall be laid in water, or when trench conditions or weather is unsuitable for such work.
   3. If water gets in the trench before the joint is completed, or if the pipe is disturbed from line and grade after being laid, the pipe shall be taken up, the joints cleaned, and the pipe relaid.
   4. Plugs shall be placed in the lines at the locations shown on the plans or as directed by the Engineer.
   5. The work shall be watertight at all joints and any leaks or defects shall be immediately repaired. Any pipe which has been disturbed from any cause after being lain in its final position shall be taken up, the joint cleaned, and the pipe properly relaid.
   6. The Contractor shall take whatever precautions necessary to protect the sewer pipe that has been laid. At the end of the day or at such time as the Contractor deems necessary, all exposed ends of the sewer pipe (main line or interconnects) shall be plugged to prevent the inflow of storm water or other objectionable materials, animals and humans. It shall be the Contractor's responsibility to prevent these flows from damaging or entering the sewer pipe.
      a. Polyvinyl Chloride (PVC) Pipe
         1) The installation of PVC pipe shall conform to the ASTM D2321-72, "Underground Installation of Flexible Thermoplastic Sewer Pipe," and the recommended practice of the pipe manufacturer or as specified herein and in accordance with the details on the plans.

D. Sanitary Sewer Service Connections
   1. By definition, a sewer service connection is that part of an individual sewer lateral located on City property from the tee in the main line out to the property line of a residence or business. All work shall meet the minimum requirements of the City of Midland, Texas.
   2. Requirements for bedding, laying and backfilling sewer service connections shall be the same as those required for the main sewer line.

3. Sanitary Sewer Service Connections on Existing Sewer Lines
   a. New sewer service connection taps to existing lines shall be done using a gasketed fitting in conjunction with a full circle repair sleeve coupling. Cuts in clay pipe shall be made using a 4-inch core cutting machine that will remove the coupon from the pipe. The Contractor cannot hammer or chisel, etc. the hole in clay pipe.

E. Backfill
1. As soon as practicable after laying and jointing of the pipe, the completion of bedding, and the completion of structures, the trench shall be backfilled in accordance with the trench backfill detail in the plans.
2. After completion of the trench backfill in streets, alleys, driveways, etc. the base replacement shall be completed in accordance with the details shown on the plans. The Contractor shall maintain and repair the base surface and/or trench backfill as necessary to provide safe driving conditions for the public until the surface is restored by others.

F. Maintaining Existing Sewer System in Operation
1. At several locations, as shown on the plans, the proposed sewer will be inter-connected to the existing sewer system. The Contractor shall, at all times, provide adequate means to insure continuous operations of the existing sewer system during the construction operations. This may require blocking the existing line at a manhole and pumping the sewage around the construction area. All pumping or diversion shall be the responsibility of the Contractor and shall be included in the price bid for the various pipe line items.
2. The Contractor shall schedule his work so that he can minimize the interruption time to the existing services along the proposed sewer line.

3.3 MANHOLES

A. General
1. 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, leveled and consolidated by means of tamping to achieve a minimum density of 90 percent (90%). The testing will be as outlined in ASTM D1557. A minimum of 6" of rock bedding shall be laid on the prepared subgrade and the manhole shall sit in place level and plumb.

B. Backfill
1. The backfill around the manholes shall be done in accordance with the details shown on the plans.

3.4 LEAKAGE

A. Leakage tests shall be made by the Contractor on all sewer lines and manholes after installation. The tests on the sewer lines shall be made on sections of pipe between manholes. Each section of sewer line shall be tested using the Air Test Methods, in accordance with ANSI/ASTM C828 (latest revision).

B. The Contractor shall use a water test to check the leakage in manholes. The leakage in the manhole being tested shall not exceed the allowable leakage for the smallest diameter pipe connected into the manhole being tested.

C. If a test fails to meet the minimum allowable requirements of the test, the Contractor shall immediately determine the cause, make the necessary repairs and retest. All testing and repair work shall be done at the Contractor's expense.
D. Leakage testing will not be performed until all backfill material required has been placed and densified for a period of 30 days, unless specifically authorized by the Engineer.

3.5 DEFLECTION TEST

A. A deflection test shall be made by the Contractor on all flexible sewer pipes. The test shall not be made on a section of sewer until all the backfill on that section has been placed and densified for a period of 30 days, unless otherwise authorized by the Engineer.
B. The deflection test shall be run using a rigid Go No-Go mandrel with a diameter equal to 95% of the base inside diameter of the pipe. The Contractor shall submit shop drawings of the mandrel to the Engineer for approval prior to using the mandrel for testing.
C. The test shall be performed without mechanical pulling devices. Wherever possible and practical, the testing shall be initiated at a downstream manhole and proceed upstream.
D. No pipe shall exceed a deflection of 5% of the base inside diameter of the pipe. All excess deflections shall be corrected. The Contractor shall excavate to the point of the excess deflection, correct the deficiency and retest the pipe. If the pipe retest fails the 5% allowable deflection, the pipe shall be replaced.
E. All testing and repair work shall be done at the Contractor's expense.

3.6 CLEANING UP

A. After the construction work is completed and before final acceptance by the Owner, the Contractor shall remove all rubbish, excess materials, excess materials from excavations and other debris from the site of the work, and all trench surfaces shall be bladed as heretofore specified. The cost of cleanup shall be included in the bid prices for the various units of work.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mix design, placement procedures, and finishes.

1.3 RELATED SECTIONS

A. Section 02300 – Earthwork: Drainage fill under slabs-on-grade.
B. Section 02521 - Concrete Paving: Concrete pavement and walks.

1.4 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with fly ash.

1.5 SUBMITTALS

A. Design Mixes: For each concrete mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
   1. Indicate amounts of mix water to be withheld for later addition at Project site.
B. Steel Reinforcement Shop Drawings: Details of fabrication, bending, and placement, prepared according to ACI 315, "Details and Detailing of Concrete Reinforcement." Include material, grade, bar schedules, stirrup spacing, bent bar diagrams, arrangement, and supports of concrete reinforcement. Include special reinforcement required for openings through concrete structures.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed concrete Work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
   1. Manufacturer must be certified according to the National Ready Mixed Concrete Association's Certification of Ready Mixed Concrete Production Facilities.

C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
   1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.

D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, each aggregate from one source, and each admixture from the same manufacturer.

E. ACI Publications: Comply with the following, unless more stringent provisions are indicated:
   1. ACI 301, "Specification for Structural Concrete."
   2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle steel reinforcement to prevent bending and damage.
   1. Avoid damaging coatings on steel reinforcement.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
   1. Plywood, metal, or other approved panel materials.

B. Rough-Formed Finished Concrete: Plywood, lumber, metal, earth, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.

D. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
   1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

E. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
   1. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of the exposed concrete surface.
   2. Furnish ties that, when removed, will leave holes not larger than 1 inch in diameter in concrete surface.

2.2 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.

2.3 REINFORCEMENT ACCESSORIES

A. Bar Supports: Bolsters, chairs, and spacers for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:
   1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected or CRSI Class 2 stainless-steel bar supports.
   2. Plastic, wood, concrete or clay blocks and other devices are not permissible.

B. Joint Dowel Bars: Plain-steel bars, ASTM A 615/A 615M, Grade 60. Cut bars true to length with ends square and free of burrs.

C. Joint Dowel System: Diamond dowel system from PNA Construction Technologies (1-800-542-0214).

2.4 CONCRETE MATERIALS

A. Portland Cement: ASTM C 150, Type I/II.
   1. Fly Ash: ASTM C 618, Class C.

B. Normal-Weight Aggregate: ASTM C 33, uniformly graded, and as follows:
   1. Class: Moderate weathering region, but not less than 3M.
   2. Nominal Maximum Aggregate Size: 1-1/2 inches.
   3. Combined Aggregate Gradation: Well graded from coarsest to finest with not more than 18 percent and not less than 8 percent retained on an individual sieve, except that less than 8 percent may be retained on coarsest sieve and on No. 50 sieve, and less than 8 percent may be retained on sieves finer than No. 50.

C. Water: Potable and complying with ASTM C 94.

2.5 ADMIXTURES

A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.

B. Air-Entraining Admixture: ASTM C 260.

C. Water-Reducing Admixture: ASTM C 494, Type A.

D. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.

E. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

2.6 VAPOR RETARDERS

A. Vapor Retarder (Under Slab): Shall conform to ASTM E 1745, Class A or better and shall have a maximum water vapor permeance of 0.01 perms before and after mandatory conditioning test in accordance with ASTM E 1745 Section 7. Vapor barrier component no less than 15 mils thick in accordance with ACI 302, 1R-96.

B. Granular Fill: Clean mixture of crushed stone or crushed or uncrushed gravel; ASTM D 448, Size 57, with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

2.7 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete. Dayton Superior – Sure Film J-74 or equal.

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
C. Water: Potable.
D. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

2.8 RELATED MATERIALS

A. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

2.9 REPAIR MATERIALS

A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
   1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
   2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
   3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by underlayment manufacturer.
   4. Compressive Strength: Not less than 4100 psi at 28 days when tested according to ASTM C 109.

2.10 CONCRETE MIXES

A. Prepare design mixes for each type and strength of concrete determined by either laboratory trial mix or field test data bases, as follows:
   1. Proportion normal-weight concrete according to ACI 211.1 and ACI 301.
   2. Proportion lightweight structural concrete according to ACI 211.2 and ACI 301.
B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the laboratory trial mix basis.
C. Footings: Proportion normal-weight concrete mix as follows:
   1. Compressive Strength (28 Days): 3000 psi.
   2. Minimum Slump: 3 inches.
   3. Maximum Slump: 5 inches.
   4. Maximum Slump for Concrete Containing High-Range Water-Reducing Admixture: 8 inches after admixture is added to concrete with 2- to 4-inch slump.
   5. Maximum water–cementitious material ratio: .55.
D. Slab-on-Grade: Proportion normal-weight concrete mix as follows:
   1. Compressive Strength (28 Days): 3000 psi.
   2. Minimum Slump: 3 inches
   3. Maximum Slump: 6 inches.
   4. Maximum water-cementitious material ratio: .45.
   5. Cementitious material shall be 15% fly ash by weight.
E. Cementitious Materials: For concrete exposed to deicers, limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements.
F. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
   1. Fly Ash: 20 percent.

G. Do not air entrain concrete to trowel-finished interior floors and suspended slabs. Do not allow entrapped air content to exceed 3 percent.
H. Admixtures with chloride-ions are prohibited.
I. Admixtures: Use admixtures according to manufacturer's written instructions.
   1. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.
   2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
   3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.

2.11 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.12 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94 and ASTM C 1116, and furnish batch ticket information.
   1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until concrete structure can support such loads.
B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:
   1. Class A, 1/8 inch.
D. Construct forms tight enough to prevent loss of concrete mortar.
E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical. Kerf wood inserts for forming keyways, reglets, recesses, and the like, for easy removal.
   1. Do not use rust-stained steel form-facing material.
F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
H. Chamfer exterior corners and edges of permanently exposed concrete.

I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use Setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
   1. Install anchor bolts, accurately located, to elevations required.

3.3 REMOVING AND REUSING FORMS

A. General: Formwork, for sides of beams, walls, columns, and similar parts of the Work, that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete provided concrete is hard enough to not be damaged by form-removal operations and provided curing and protection operations are maintained.
B. Leave formwork, for beam soffits, joists, slabs, and other structural elements, that supports weight of concrete in place until concrete has achieved the following:
   1. At least 70 percent of 28-day design compressive strength.
   2. Determine compressive strength of in-place concrete by testing representative field- or laboratory-cured test specimens according to ACI 301.
C. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
D. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.4 SHORES AND RESHORES

A. Comply with ACI 318, ACI 301, and recommendations in ACI 347R for design, installation, and removal of shoring and reshoring.
B. Plan sequence of removal of shores and reshore to avoid damage to concrete. Locate and provide adequate reshoring to support construction without excessive stress or deflection.

3.5 VAPOR RETARDERS

A. Vapor Retarder: Place, protect, and repair vapor-retarder sheets according to ASTM E 1643 and manufacturer's written instructions.

3.6 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
   1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials.
C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
E. All reinforcement to be in place prior to placing of concrete. Equipment will not be allowed to drive over reinforcement.

3.7 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
   1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
   2. Form from preformed galvanized steel, plastic keyway-section forms, or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
   3. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
   4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
   5. Space vertical joints in walls as indicated. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.
   6. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness, as follows:
   1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
   2. Sawed Joints: Form contraction joints with an early entry dry-cut power saw. Cut 1/8-inch- wide joints into concrete within 1 to 2 hours after the finishing process and before final set.
D. Dowel Joints: Install dowel sleeves and dowels or dowel bar and support assemblies at joints where indicated.
   1. Use dowel sleeves or lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.

3.8 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

B. Do not add water to concrete during delivery, at Project site, or during placement, unless approved by Architect.

C. Before placing concrete, water may be added at Project site, subject to limitations of ACI 301.
   1. Do not add water to concrete after adding high-range water-reducing admixtures to mix.
   2. Do not add water to concrete beyond the limit of water withheld from the plant.

D. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation.

E. Deposit concrete in forms in horizontal layers no deeper than 24 inches and in a manner to avoid inclined construction joints. Place each layer while preceding layer is still plastic, to avoid cold joints.
   1. Consolidate placed concrete with mechanical vibrating equipment. Use equipment and procedures for consolidating concrete recommended by ACI 309R.
   2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the vibrator. Place vibrators to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix constituents to segregate.

F. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
   1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
   2. Maintain reinforcement in position on chairs during concrete placement.
   3. Screed slab surfaces with a straightedge and strike off to correct elevations.
   4. Slope surfaces uniformly to drains where required.
   5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, free of humps or hollows, before excess moisture or bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

G. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
   1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
   2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
   3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.

H. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:
   1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
   2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
   3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.9 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defective areas repaired and patched. Remove fins and other projections exceeding ACI 347R limits for class of surface specified.

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Remove fins and other projections exceeding 1/8 inch in height.
   1. Apply to concrete surfaces exposed to public view or to be covered with a coating or covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, or painting.
   2. Do not apply rubbed finish to smooth-formed finish.

C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.10 FINISHING FLOORS AND SLABS

A. General: Comply with recommendations in ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.
   1. Apply float finish to surfaces indicated, to surfaces to receive trowel finish, and to floor and slab surfaces to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo.

C. Trowel Finish: After applying float finish, apply first trowel finish and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
   1. Apply a trowel finish to surfaces indicated and to floor and slab surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin film-finish coating system
   2. Finish and measure surface so gap at any point between concrete surface and an unleveled freestanding 10-foot- long straightedge, resting on two high spots and placed anywhere on the surface, does not exceed the following:
      a. 3/16 inch.

D. Trowel and Fine-Broom Finish: Apply a partial trowel finish, stopping after second troweling, to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set method. Immediately after second troweling, and when concrete is still plastic, slightly scarify surface with a fine broom.

E. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.

1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

3.11 MISCELLANEOUS CONCRETE ITEMS

A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete Work.

B. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on Drawings. Set anchor bolts for machines and equipment at correct elevations, complying with diagrams or templates of manufacturer furnishing machines and equipment.

3.12 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with recommendations in ACI 305R for hot-weather protection during curing.

B. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing by one or a combination of the following methods:

C. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces, by the following methods:

1. Initial Curing Period
    a. Moisture Curing: Keep surfaces continuously moist for not less than three days with one of the following materials:
        1) Water.
        2) Continuous water-fog spray.
        3) Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
    b. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
2. Secondary curing period for not less than four days immediately following initial curing.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to

heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.13 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension in solid concrete but not less than 1 inch in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
2. After concrete has cured at least 14 days, correct high areas by grinding.
3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least 3/4 inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mix as

original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.14 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement. Sampling and testing for quality control may include those specified in this Article.

B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mix exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C 173, volumetric method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
5. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
6. Compression Test Specimens: ASTM C 31; cast and laboratory cure one set of four standard cylinder specimens for each composite sample.
    a. Cast and field cure one set of four standard cylinder specimens for each composite sample.
7. Compressive-Strength Tests: ASTM C 39; test two laboratory-cured specimens at 7 days and two at 28 days.
    a. Test two field-cured specimens at 7 days and two at 28 days.
    b. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at age indicated.
8. Testing specimens are to be taken after all admixtures and/or field added water has been added and incorporated into concrete.

C. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.

D. Strength of each concrete mix will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.

E. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-and 28-day tests.

F. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.

G. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by Architect.

END OF SECTION

SECTION 04720

CAST STONE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Cast stone windowsills,
B. Cast stone lintels,
C. Cast stone medallions
D. Cast stone coping.

1.3 RELATED SECTIONS

A. Division 4 Section “Unit Masonry Assemblies” for installing cast stone units in unit masonry.

1.4 DEFINITIONS

A. Cast Stone: Architectural precast concrete building units intended to simulate natural cut stone.

1.5 SUBMITTALS

A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for cast stone units.
B. Samples: For each color and texture of cast stone required, 10 inches square in size.
C. Samples for Initial Selection: For colored mortar, showing the full range of colors available.
D. Samples for Verification: For each mortar color required, showing the full range expected in the finished construction. Make samples using the same sand and mortar ingredients to be used on Project. Label samples to indicate type and amount of colorant used.
E. Full-Size Samples: For each type of cast stone unit required. Make available for Architect’s review at Project site before installing cast stone.
   1. Approved Samples may be installed in the Work.
F. Qualification Data: For firms and persons specified in “Quality Assurance” Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified. Include copies of material test reports for completed projects, indicating compliance of cast stone with ASTM C 1364.
G. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of cast stone with requirements indicated

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: A firm experienced in manufacturing cast stone units similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to manufacture required units.
B. Testing Agency Qualifications: An independent testing agency qualified according to ASTM F 329 to conduct the testing indicated, as documented according to ASTM E 548.
C. Source Limitations for Cast Stone: Obtain cast stone units through one source from a single manufacturer.
D. Mockup Wall: Before installing cast stone, build mockup wall to verify selections made under sample Submittals and to demonstrate aesthetic effects and qualities of materials and execution. Build mockup wall to comply with the following requirements, using materials indicated for the completed Work:
    1. Locate mockup wall in the locations indicated or, if not indicated, as directed by Architect.
    2. Build mockup of typical wall area as shown on Drawing A2OE-59 in Baseball Detail Manual.
    3. Clean exposed faces of mockups with masonry cleaner as indicated.
    4. Notify Architect seven days in advance of dates and times when mockups will be constructed.
    5. Protect accepted mockup wall from the elements with weather-resistant membrane.
    6. Maintain mockup wall during construction in an undisturbed condition as a standard for judging the completed Work.
    7. Approval of mockup wall is for color, texture, and blending of masonry units; relationship of mortar and sealant colors to masonry unit colors; tooling of joints; and aesthetic qualities of workmanship.
        a. Approval of mockup wall is also for other material and construction qualities specifically approved by Architect in writing.
        b. Approval of mockup wall does not constitute approval of deviations from the Contract Documents contained in mockups, unless such deviations are specifically approved by Architect in writing.
    8. Demolish and remove mockup wall when directed.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Pack, handle, and ship cast stone units in suitable packs or pallets.
    1. Lift with wide-belt slings; do not use wire rope or ropes that might cause staining. Move cast stone units, if required, using dollies with wood supports.
    2. Store cast stone units on wood skids or pallets with nonstaining, waterproof covers. Arrange to distribute weight evenly and to prevent damage to units. Ventilate under covers to prevent condensation.

1.8 COORDINATION

A. Coordinate production and delivery of cast stone with unit masonry work to minimize the need for on-site storage and to avoid delaying the Work.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Cates Caststone.

2.2 CAST STONE MATERIALS

A. General: Comply with ASTM C 1364 and the following:
B. Portland Cement: ASTM C 150, Type I, containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
C. Coarse Aggregates: Granite, quartz, or limestone complying with ASTM C 33; gradation as needed to produce required textures.
D. Fine Aggregates: Manufactured or natural sands complying with ASTM C 33, gradation as needed to produce required textures.
E. Air-Entraining Admixture: ASTM C 260, certified by the manufacturer to be compatible with other admixtures used.
   1. Add to mixes for units exposed to the exterior at manufacturer's prescribed rate to result in an air content of 5 to 7 percent.
F. Reinforcement: Deformed steel bars complying with ASTM A 615/A 615M.
   1. Galvanized Coating: ASTM A 767/A 767M,
G. Embedded Anchors and Other Inserts: Fabricated from stainless steel complying with ASTM A 276 or ASTM A 666, Type 304.

2.3 CAST STONE UNITS

A. Provide cast stone units complying with ASTM C 1364.
   1. Provide units that are resistant to freezing and thawing as determined by laboratory testing according to ASTM C 666, Procedure A, as modified by ASTM C 1364.
B. Reinforce units as indicated and as required by ASTM C 1364. Use galvanized or epoxy-coated reinforcement when covered with less than 1-12 inches of material.
C. Fabricate units with sharp arris and details accurately reproduced with indicated texture on all exposed surfaces, unless otherwise indicated.
   1. Slope exposed horizontal surfaces at least 1:12, unless otherwise indicated.
   2. Provide raised fillets at backs of sills and at ends indicated to be built into jambs. Provide drips on projecting elements, unless otherwise indicated.
D. Cure and finish units as follows:
   1. Cure units in totally enclosed curing room under dense fog and water spray at 95 percent relative humidity for 24 hours.
   2. Yard cure units until the sum of the mean daily temperatures for each day equals or exceeds 350 deg F. Acid etch units to remove cement film from surfaces indicated to be finished.
E. Colors and Textures: As selected by Architect from manufacturer's full range for these characteristics.

2.4 ACCESSORIES

A. Anchors: Type and size indicated, fabricated from stainless steel complying with ASTM A 276 or ASTM A 666, Type 304.
B. Dowels: Round stainless-steel bars complying with ASTM A 276, Type 304, 1/2-inch diameter.

2.5 MORTAR MIXES

A. Comply with requirements in Division 4 Section "Unit Masonry" for mortar mixes.
   1. Limit cementitious materials to portland cement and lime.
   2. Pigmented Mortar: Select and proportion pigments with other ingredients to produce color required. Do not exceed pigment-to-cement ratio of 1:10, by weight.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of cast stone.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install cast stone units to comply with requirements in Division 4 Section "Unit Masonry") for in stalling stone units.
B. Set cast stone as indicated on Drawings. Install anchors, supports, fasteners, and other attachments indicated or necessary to secure units in place. Set u.-' s accurately in locations indicated with edges and faces aligned according to established relationships and indicated tolerances.
C. Drench units with clear water just before setting.
D. Set units in full bed of mortar with full head joints, unless otherwise indicated, Build anchors and ties into mortar joints as units are set.
   1. Fill dowel holes and anchor slots with mortar.
   2. Fill collar joint solid as units are set.
   3. Build concealed flashing into mortar joints as units are set.
   4. Leave head joints open in coping and other units with exposed horizontal surfaces. Keep joints clear of mortar, and rake out to receive sealant.
E. Rake out joints for pointing with mortar to depths of not less than 3/4 inch. Rake joints to uniform depths with square bottoms and clean sides. Scrub faces of units to remove excess mortar as joints are raked.
F. Point mortar joints by placing and compacting mortar in layers not greater than 3/8 inch. Compact each layer thoroughly and allow to become thumbprint hard before applying next layer.
G. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness, unless otherwise indicated.
H. Provide expansion, control, and pressure-relieving joints of widths and at locations indicated.

1. Sealing joints is specified in Division 7 Section “Joint Sealants.”
2. Keep joints free of mortar and other rigid materials.

3.3 ADJUSTING AND CLEANING

A. Remove and replace stained and otherwise damaged units and units not matching approved Samples. Cast stone may be repaired if methods and results are approved by Architect,
B. Replace units in a manner that results in cast stone matching approved Samples, complying with other requirements, and showing no evidence of replacement.

END OF SECTION

SECTION 04810

UNIT MASONRY ASSEMBLIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Unit masonry assemblies consisting of the following:
   1. Concrete masonry units (CMUs).
   2. Decorative concrete masonry units.
   3. Face brick.
   4. Mortar and grout.
   5. Masonry joint reinforcement.
   6. Ties and anchors.
   7. Embedded flashing.
   8. Miscellaneous masonry accessories.
   9. Cavity-wall insulation.

1.3 RELATED SECTIONS

A. Division 5 Section "Cold Formed Metal Framing" for structural studs and exterior sheathing for masonry backup.
B. Division 7 Section "Water Repellents" for water repellents applied to unit masonry assemblies.
C. Division 7 Section "Sheet Metal Flashing and Trim" for exposed sheet metal flashing.
D. Division 7 Section "Joint Sealants" for sealing control and expansion joints in unit masonry.
E. Products furnished, but not installed, under this Section include the following:
   1. Anchor sections of adjustable masonry anchors for connecting to structural frame, installed under Division 5 Section "Structural Steel."
F. Products installed, but not furnished, under this Section include the following:
   1. Cast-stone trim, furnished under Division 4 Section "Cast Stone."
   2. Steel lintels and shelf angles for unit masonry, furnished under Division 5 Section "Metal Fabrications."
   3. Manufactured reglets in masonry joints for metal flashing, furnished under Division 7 Section "Sheet Metal Flashing and Trim."
   4. Hollow metal frames in unit masonry openings furnished under Division 8 Section “Steel Doors and Frames”.

1.4 DEFINITIONS

A. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

1.5 PERFORMANCE REQUIREMENTS

A. Provide structural unit masonry that develops indicated net-area compressive strengths (f'_m) at 28 days.
B. Determine net-area compressive strength (f'_m) of masonry from average net-area compressive strengths of masonry units and mortar types (unit-strength method) according to Tables 1 and 2 in ACI 530.1/ASCE 6/TMS 602.

1.6 SUBMITTALS

A. Product Data: For each type of product indicated.
B. Shop Drawings: For the following:
   1. Reinforcing Steel: Detail bending and placement of unit masonry reinforcing bars. Comply with ACI 315, "Details and Detailing of Concrete Reinforcement." Show elevations of reinforced walls.
   2. Fabricated Flashing: Detail corner units, end-dam units, and other special applications.
C. Samples for Initial Selection: For the following:
   1. Decorative concrete masonry units, in the form of small-scale units.
   2. Face brick, in the form of straps of five or more bricks.
   3. Colored mortar.
D. Samples for Verification: For each type and color of the following:
   1. Decorative concrete masonry units.
   2. Face brick, in the form of straps of five or more bricks.
   3. Pigmented and colored-aggregate mortar. Make Samples using same sand and mortar ingredients to be used on Project. Label Samples to indicate types and amounts of pigments used.
   4. Weep holes/vents.
   5. Accessories embedded in masonry.
E. List of Materials Used in Constructing Mockups: List generic product names together with manufacturers, manufacturers' product names, model numbers, lot numbers, batch numbers, source of supply, and other information as required to identify materials used. Include mix proportions for mortar and grout and source of aggregates.
   1. Submittal is for information only. Neither receipt of list nor approval of mockup constitutes approval of deviations from the Contract Documents unless such deviations are specifically brought to the attention of Architect and approved in writing.
F. Qualification Data: For testing agency.
G. Material Certificates: Include statements of material properties indicating compliance with requirements including compliance with standards and type designations within standards. Provide for each type and size of the following:
   1. Masonry units.
      a. Include material test reports substantiating compliance with requirements.
      b. For bricks, include size-variation data verifying that actual range of sizes falls within specified tolerances.
      c. For exposed brick, include material test report for efflorescence according to ASTM C 67.

2. Cementitious materials. Include brand, type, and name of manufacturer.
3. Preblended, dry mortar mixes. Include description of type and proportions of ingredients.
4. Joint reinforcement.
5. Anchors, ties, and metal accessories.

H. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
1. Include test reports, per ASTM C 780, for mortar mixes required to comply with property specification.
2. Include test reports, per ASTM C 1019, for grout mixes required to comply with compressive strength requirement.

I. Statement of Compressive Strength of Masonry: For each combination of masonry unit type and mortar type, provide statement of average net-area compressive strength of masonry units, mortar type, and resulting net-area compressive strength of masonry determined according to Tables 1 and 2 in ACI 530.1/ASCE 6/TMS 602.

J. Cold-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with cold-weather requirements.

1.7 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1093 for testing indicated, as documented according to ASTM E 548.

B. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, through one source from a single manufacturer for each product required.

C. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from a single manufacturer for each cementitious component and from one source or producer for each aggregate.

D. Preconstruction Testing Service: Owner will engage a qualified independent testing agency to perform preconstruction testing indicated below. Payment for these services will be made by Owner. Retesting of materials that fail to meet specified requirements shall be done at Contractor's expense.
1. Clay Masonry Unit Test: For each type of unit required, per ASTM C 67.
2. Concrete Masonry Unit Test: For each type of unit required, per ASTM C 140.
3. Mortar Test (Property Specification): For each mix required, per ASTM C 780.
4. Grout Test (Compressive Strength): For each mix required, per ASTM C 1019.

E. Fire-Resistance Ratings: Where indicated, provide materials and construction identical to those of assemblies with fire-resistance ratings determined per ASTM E 119 by a testing and inspecting agency, by equivalent concrete masonry thickness, or by other means, as acceptable to authorities having jurisdiction.

F. Sample Panels: Build sample panels to verify selections made under sample submittals and to demonstrate aesthetic effects. Comply with requirements in Division 1 Section "Quality Requirements" for mockups.
1. Build sample panels for typical exterior and interior walls in sizes approximately 48 inches long by 48 inches high by full thickness.
2. Where masonry is to match existing, erect panels adjacent and parallel to existing surface.
3. Clean one-half of exposed faces of panels with masonry cleaner indicated.
4. Protect approved sample panels from the elements with weather-resistant membrane.

5. Approval of sample panels is for color, texture, and blending of masonry units; relationship of mortar and sealant colors to masonry unit colors; tooling of joints; aesthetic qualities of workmanship; and other material and construction qualities specifically approved by Architect in writing.
    a. Approval of sample panels does not constitute approval of deviations from the Contract Documents contained in sample panels unless such deviations are specifically approved by Architect in writing.

G. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

1.8 DELIVERY, STORAGE, AND HANDLING

A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
D. Deliver preblended, dry mortar mix in moisture-resistant containers designed for lifting and emptying into dispensing silo. Store preblended, dry mortar mix in delivery containers on elevated platforms, under cover, and in a dry location or in a metal dispensing silo with weatherproof cover.
E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

1.9 PROJECT CONDITIONS

A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
    1. Extend cover a minimum of 24 inches (600 mm) down both sides and hold cover securely in place.
    2. Where 1 wythe of multiwythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24 inches (600 mm) down face next to unconstructed wythe and hold cover in place.
B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least 3 days after building masonry walls or columns.
C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.
    1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
    2. Protect sills, ledges, and projections from mortar droppings.
    3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
    4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.

D. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
   1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F (4 deg C) and above and will remain so until masonry has dried, but not less than 7 days after completing cleaning.

E. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

PART 2 - PRODUCTS

2.1 MASONRY UNITS, GENERAL

A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to exceed tolerances and to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not uses units where such defects, including dimensions that vary from specified dimensions by more than stated tolerances, will be exposed in the completed Work or will impair the quality of completed masonry.

2.2 CONCRETE MASONRY UNITS (CMUs)

A. Shapes: Provide shapes indicated and as follows:
   1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
   2. Provide bullnose units for outside corners, unless otherwise indicated.

B. Concrete Masonry Units: ASTM C 90.
   1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 1900 psi.
   2. Weight Classification: Medium weight.
   3. Size (Width): Manufactured to dimensions 3/8 inch less than nominal dimensions.
   4. Exposed Faces: Provide color and texture matching the range represented by Architect's sample.

C. Decorative Concrete Masonry Units: ASTM C 90.
   1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 1900 psi (13.1 MPa).
   2. Weight Classification: Medium weight.
   3. Size (Width): Manufactured to dimensions specified in "Concrete Masonry Units" Paragraph above.
   4. Pattern and Texture:
      a. Standard pattern, split-face finish. Refer to schedule at the end of this section.
   5. Colors: Refer to schedule at the end of this section.

2.3 BRICK

A. General: Provide shapes indicated and as follows:
   1. For ends of sills and caps and for similar applications that would otherwise expose unfinished brick surfaces, provide units without cores or frogs and with exposed surfaces finished.

2. Provide special shapes for applications where stretcher units cannot accommodate special conditions, including those at corners, movement joints, bond beams, sashes, and lintels.
3. Provide special shapes for applications requiring brick of size, form, color, and texture on exposed surfaces that cannot be produced by sawing.
4. Provide special shapes for applications where shapes produced by sawing would result in sawed surfaces being exposed to view.

B. Face Brick: ASTM C 216, Grade MW or SW, Type FBS.
1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 3000 psi (20.7 MPa).
2. Initial Rate of Absorption: Less than 30 g/30 sq. in. (30 g/194 sq. cm) per minute when tested per ASTM C 67.
3. Efflorescence: Provide brick that has been tested according to ASTM C 67 and is rated "not effloresced."
4. Surface Coating: Brick with colors or textures produced by application of coatings shall withstand 50 cycles of freezing and thawing per ASTM C 67 with no observable difference in the applied finish when viewed from 10 feet.
5. Size (Actual Dimensions): 3-1/2 inches or 3-5/8 inches wide by 2-1/4 inches (57 mm) high by 8 inches long.
6. Color and Texture: Refer to Schedule at the end of this Section.

2.4 MORTAR AND GROUT MATERIALS

A. Portland Cement-Lime Mix: Packaged blend of portland cement complying with ASTM C 150, Type I or Type III, and hydrated lime complying with ASTM C 207, Type S.

B. Colored Cement Product: Packaged blend made from portland cement and lime and mortar pigments, all complying with specified requirements, and containing no other ingredients.
1. Formulate blend as required to produce color indicated or, if not indicated, as selected from manufacturer's standard colors.
2. Pigments shall not exceed 10 percent of portland cement by weight.
3. Three different mortar colors are required.
4. Available Products:
a. Colored Portland Cement-Lime Mix:
1) Capital Materials Corporation; Riverton Portland Cement Lime Custom Color.
2) Holcim (US) Inc.; Rainbow Mortamix Custom Color Cement/Lime.
3) Lafarge North America Inc.; Eaglebond.
4) Lehigh Cement Company; Lehigh Custom Color Portland/Lime Cement.

C. Aggregate for Mortar: ASTM C 144.
1. For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.
2. For joints less than 1/4 inch (6.5 mm) thick, use aggregate graded with 100 percent passing the No. 16 (1.18-mm) sieve.

D. Aggregate for Grout: ASTM C 404.

E. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494/C 494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.
   1. Available Products:
      a. Addiment Incorporated; Mortar Kick.
      b. Euclid Chemical Company (The); Accelguard 80.
      c. Grace Construction Products, a unit of W. R. Grace & Co. - Conn.; Morset.
      d. Sonneborn, Div. of ChemRex; Trimix-NCA.

F. Water: Potable.

2.5 REINFORCEMENT

A. Uncoated Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60 (Grade 420).

B. Masonry Joint Reinforcement, General: ASTM A 951.
   1. Interior Walls: Hot-dip galvanized, carbon steel.
   2. Exterior Walls: Hot-dip galvanized, carbon steel.
   3. Wire Size for Side Rods: W2.8 or 0.188-inch diameter.
   4. Wire Size for Cross Rods: W2.8 or 0.188-inch diameter.
   5. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches o.c.
   6. Provide in lengths of not less than 10 feet.

C. Masonry Joint Reinforcement for Single-Wythe Masonry: Either ladder or truss type with single pair of side rods.

D. Masonry Joint Reinforcement for Multiwythe Masonry:
   1. Ladder type with 1 side rod at each face shell of hollow masonry units more than 4 inches in width, plus 1 side rod at each wythe of masonry 4 inches or less in width.
   2. Tab type, either ladder or truss design, with 1 side rod at each face shell of backing wythe and with rectangular tabs sized to extend at least halfway through facing wythe but with at least 5/8-inch (16-mm) cover on outside face.
   3. Adjustable (two-piece) type, either ladder or truss design, with one side rod at each face shell of backing wythe and with separate ties that extend into facing wythe. Ties have two hooks that engage eyes or slots in reinforcement and resist movement perpendicular to wall. Ties extend at least halfway through facing wythe but with at least 5/8-inch cover on outside face.

2.6 TIES AND ANCHORS

A. Materials: Provide ties and anchors specified in subsequent paragraphs that are made from materials that comply with eight subparagraphs below, unless otherwise indicated.
   1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82; with ASTM A 153/A 153M, Class B-2 coating.
   2. Stainless-Steel Wire: ASTM A 580/A 580M, Type 304.
   3. Steel Sheet, Galvanized after Fabrication: ASTM A 1008/A 1008M, Commercial Steel, hot-dip galvanized after fabrication to comply with ASTM A 153/A 153M.
   4. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
   5. Stainless Steel bars: ASTM A 276 or ASTM a 666, Type 304.

B. Wire Ties, General: Unless otherwise indicated, size wire ties to extend at least halfway through veneer but with at least 5/8-inch cover on outside face. Outer ends of wires are bent 90 degrees and extend 2 inches parallel to face of veneer.

C. Individual Wire Ties: Rectangular units with closed ends and not less than 4 inches wide.
   1. Z-shaped ties with ends bent 90 degrees to provide hooks not less than 2 inches mm) long may be used for masonry constructed from solid units or hollow units laid with cells horizontal.
   2. Where wythes do not align or are of different materials, use adjustable ties with pintle-and-eye connections having a maximum adjustment of 1-1/4 inches.
   3. Wire: Fabricate from 3/16-inch diameter, hot-dip galvanized steel wire.

D. Adjustable Anchors for Connecting to Structure: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.
   1. Anchor Section for Welding to Steel Frame: Crimped 1/4-inch- diameter, hot-dip galvanized steel wire.
   2. Tie Section for Steel Frame: Triangular-shaped wire tie, sized to extend within 1 inch of masonry face, made from 0.25-inch diameter, hot-dip galvanized steel wire.

E. Partition Top anchors: 0.097-inch thick metal plate with 3/8-inch diameter metal rod 6 inches long welded to plate and with closed-end plastic tube fitted over rod that allows rod to move in and out of tube. Fabricate from steel, hot-dip galvanized after fabrication.

F. Rigid Anchors: Fabricate from steel bars 1-1/2 inches wide by 1/4 inch thick by 24 inches long, with ends turned up 2 inches or with cross pins, unless otherwise indicated.
   1. Corrosion Protection: Hot-dip galvanized to comply with ASTM A 153/A 153M.

G. Cast Stone Anchors: Fabricate dowels, cramps, and other stone anchors from stainless steel.

H. Adjustable Masonry-Veneer Anchors
   1. General: Provide anchors that allow vertical adjustment but resist tension and compression forces perpendicular to plane of wall, for attachment over sheathing to wood or metal studs, and as follows:
      a. Structural Performance Characteristics: Capable of withstanding a 100-lbf (445-N) load in both tension and compression without deforming or developing play in excess of 0.05 inch (1.3 mm).
   2. Screw-Attached, Masonry-Veneer Anchors: Units consisting of a wire tie and a metal anchor section.
      a. Anchor Section: Gasketed sheet metal plate, 1-1/4 inches wide by 6 inches long, with screw holes top and bottom; top and bottom ends bent to form pronged legs of length to match thickness of insulation or sheathing; and raised rib-stiffened strap, 5/8 inch wide by 6 inches long, stamped into center to provide a slot between strap and plate for inserting wire tie. Provide anchor manufacturer's standard, self-adhering, modified bituminous gaskets manufactured to fit behind anchor plate and extend beyond pronged legs.
      b. Anchor Section: Zinc-alloy barrel section with flanged head with eye and corrosion-resistant, self-drilling screw. Eye designed to receive wire tie and to serve as head for drilling fastener into framing. Barrel length to suit sheathing thickness, allowing screw to seat directly against framing with flanged head covering hole in sheathing.
      c. Fabricate sheet metal anchor sections and other sheet metal parts from 0.097-inch thick, steel sheet, galvanized after fabrication.
      d. Wire Ties: Triangular-, rectangular-, or T-shaped wire ties fabricated from 0.25-inch diameter, hot-dip galvanized steel wire.

e. Available Products:
1) Dayton Superior Corporation, Dur-O-Wal Division; D/A 213 or D/A 210 with D/A 700-708.
2) Heckmann Building Products Inc.; 315-D with 316 or Pos-I-Tie.
3) Hohmann & Barnard, Inc.; DW-10, DW-10HS, or DW-10-X.
4) Wire-Bond; 1004, Type III or RJ-711.

2.7 MISCELLANEOUS ANCHORS

A. Unit Type Inserts in Concrete: Cast-iron or malleable-iron wedge-type inserts.
B. Anchor Bolts: Headed or L-shaped steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers; hot-dip galvanized to comply with ASTM A 153/A 153M, Class C; of dimensions indicated.
C. Postinstalled Anchors: Provide chemical or torque-controlled expansion anchors, with capability to sustain, without failure, a load equal to six times the load imposed when installed in solid or grouted unit masonry and equal to four times the load imposed when installed in concrete, as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.
1. Corrosion Protection: Stainless-steel components complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Alloy Group 1 or 4) for bolts and nuts; ASTM A 666 or ASTM A 276, Type 304 or 316, for anchors.

2.8 EMBEDDED FLASHING MATERIALS

A. Metal Flashing: Provide metal flashing as follows:
B. Flexible Flashing: For flashing not exposed to the exterior, use one of the following, unless otherwise indicated:
1. Copper-Laminated Flashing: 7-oz./sq. ft. (2-kg/sq. m) copper sheet bonded with asphalt between 2 layers of glass-fiber cloth. Use only where flashing is fully concealed in masonry.
a. Available Products:
1) Advanced Building Products Inc.; Copper Fabric Flashing.
2) AFCO Products Inc.; Copper Fabric.
3) Hohmann & Barnard, Inc.; H & B C-Fab Flashing.
4) Phoenix Building Products; Type FCC-Fabric Covered Copper.
5) Polytite Manufacturing Corp.; Copper Fabric Flashing.
6) Sandell Manufacturing Co., Inc.; Copper Fabric Flashing.
7) York Manufacturing, Inc.; York Copper Fabric Flashing.

2.9 MISCELLANEOUS MASONRY ACCESSORIES

A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene or PVC.
B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D 2000, Designation M2AA-805 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.

C. Bond-Breaker Strips: Asphalt-saturated, organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).
D. Weep/Vent Products: Use the following, unless otherwise indicated:
   1. Wicking Material: Absorbent rope, made from cotton or UV-resistant synthetic fiber, 1/4 to 3/8 inch in diameter, in length required to produce 2-inch exposure on exterior and 18 inches in cavity between wythes. Use only for weeps.
   2. Round Plastic Weep/Vent Tubing: Medium-density polyethylene, 3/8-inch OD by 4 inches long.
E. Cavity Drainage Material: Free-draining mesh, made from polymer strands that will not degrade within the wall cavity.
   1. Provide one of the following configurations:
      a. Strips, full-depth of cavity and 10 inches wide, with dovetail shaped notches 7 inches deep that prevent mesh from being clogged with mortar droppings.
      b. Strips, not less than 1-1/2 inches thick and 10 inches (250 mm) wide, with dimpled surface designed to catch mortar droppings and prevent weep holes from being clogged with mortar.
   2. Available Products:
      a. Advanced Building Products Inc.; Mortar Break or Mortar Break II.
      b. Archovations, Inc.; CavClear Masonry Mat.
      c. Dayton Superior Corporation, Dur-O-Wal Division; Polytite MortarStop.
      d. Mortar Net USA, Ltd.; Mortar Net.
F. Reinforcing Bar Positioners: Wire units designed to fit into mortar bed joints spanning masonry unit cells with loops for holding reinforcing bars in center of cells. Units are formed from 0.142-inch (3.6-mm) steel wire, hot-dip galvanized after fabrication. Provide units with either two loops or four loops as needed for number of bars indicated.
   1. Available Products:
      a. Dayton Superior Corporation, Dur-O-Wal Division; D/A 810, D/A 812 or D/A 817.
      b. Heckmann Building Products Inc.; No. 376 Rebar Positioner.
      c. Hohmann & Barnard, Inc.; #RB or #RB-Twin Rebar Positioner.
      d. Wire-Bond; O-Ring or Double O-Ring Rebar Positioner.

2.10 CAVITY-WALL INSULATION

A. Polyisocyanurate Board Insulation: ASTM C 1289, Type I (aluminum-foil-faced), Class 2 (glass-fiber-reinforced).
B. Adhesive: Type recommended by insulation board manufacturer for application indicated.

2.11 MASONRY CLEANERS

A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.
   1. Available Manufacturers:
      a. Diedrich Technologies, Inc.
      b. EaCo Chem, Inc.
      c. ProSoCo, Inc.

2.12 MORTAR AND GROUT MIXES

A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.
   1. Do not use calcium chloride in mortar or grout.
   2. Limit cementitious materials in mortar to portland cement and lime.
   3. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.

B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.

C. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated or needed to provide required compressive strength of masonry.
   1. For masonry below grade or in contact with earth, use Type M.
   2. For reinforced masonry, use Type S.
   3. For exterior, above-grade, load-bearing and non-load-bearing walls and parapet walls; for interior load-bearing walls; for interior non-load-bearing partitions; and for other applications where another type is not indicated, use Type N.

D. Pigmented Mortar: Use colored cement product or select and proportion pigments with other ingredients to produce color required. Do not add pigments to colored cement products.
   1. Pigments shall not exceed 10 percent of portland cement by weight.
   2. Mix to match Architect's sample.
   3. Mix to match existing.

E. Grout for Unit Masonry: Comply with ASTM C 476.
   1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with Table 1.15.1 in ACI 530.1/ASCE 6/TMS 602 for dimensions of grout spaces and pour height.
   2. Provide grout with a slump of 8 to 11 inches (200 to 280 mm) as measured according to ASTM C 143/C 143M.

F. Epoxy Pointing Mortar: Mix epoxy pointing mortar to comply with mortar manufacturer's written instructions.

2.13 SOURCE QUALITY CONTROL

A. Owner will engage a qualified independent testing agency to perform source quality-control testing indicated below:
   1. Payment for these services will be made by Owner.
   2. Retesting of materials failing to comply with specified requirements shall be done at Contractor's expense.

B. Clay Masonry Unit Test: For each type of unit furnished, per ASTM C 67.

C. Concrete Masonry Unit Test: For each type of unit furnished, per ASTM C 140.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.
   1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of work.
   2. Verify that foundations are within tolerances specified.
   3. Verify that reinforcing dowels are properly placed.

B. Before installation, examine rough-in and built-in construction for piping systems to verify actual locations of piping connections.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Thickness: Build cavity and composite walls and other masonry construction to full thickness shown. Build single-wythe walls to actual widths of masonry units, using units of widths indicated.

B. Build chases and recesses to accommodate items specified in this and other Sections.

C. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match the construction immediately adjacent to opening.

D. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

E. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures.
   1. Mix units from several pallets or cubes as they are placed.

F. Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry.

G. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. (30 g/194 sq. cm) per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at time of laying.

H. Comply with construction tolerances in ACI 530.1/ASCE 6/TMS 602 and with the following:
   1. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2 inch (12 mm) maximum.
   2. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet (6 mm in 3 m), or 1/2 inch (12 mm) maximum.
   3. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2 inch (12 mm) maximum.
   4. For exposed bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm), with a maximum thickness limited to 1/2 inch (12 mm). Do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch (3 mm).
   5. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm). Do not vary from adjacent bed-joint and head-joint thicknesses by more than 1/8 inch (3 mm).

6. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16 inch except due to warpage of masonry units within tolerances specified for warpage of units.
7. For exposed bed joints and head joints of stacked bond, do not vary from a straight line by more than 1/16 inch from one masonry unit to the next.

3.3 LAYING MASONRY WALLS

A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.
C. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 4-inches. Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch (100-mm) horizontal face dimensions at corners or jambs.
D. Stopping and Resuming Work: Stop work by racking back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.
E. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
F. Fill space between steel frames and masonry solidly with mortar, unless otherwise indicated.
G. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below and rod mortar or grout into core.
H. Fill cores in hollow concrete masonry units with grout 24 inches under bearing plates, beams, lintels, posts, and similar items, unless otherwise indicated.
I. Build non-load-bearing interior partitions full height of story to underside of solid floor or roof structure above, unless otherwise indicated.
    1. Install compressible filler in joint between top of partition and underside of structure above.
    2. Fasten partition top anchors to structure above and build into top of partition. Grout cells of CMUs solidly around plastic tubes of anchors and push tubes down into grout to provide 1/2-inch clearance between end of anchor rod and end of tube. Space anchors 48 inches o.c., unless otherwise indicated.
    3. Wedge non-load-bearing partitions against structure above with small pieces of tile, slate, or metal. Fill joint with mortar after dead-load deflection of structure above approaches final position.
    4. At fire-rated partitions, treat joint between top of partition and underside of structure above to comply with Division 7 Section "Fire-Resistive Joint Systems."

3.4 MORTAR BEDDING AND JOINTING

A. Lay hollow brick and concrete masonry units as follows:
    1. With face shells fully bedded in mortar and with head joints of depth equal to bed joints.
    2. With webs fully bedded in mortar in all courses of piers, columns, and pilasters.

3. With webs fully bedded in mortar in grouted masonry, including starting course on footings.
4. With entire units, including areas under cells, fully bedded in mortar at starting course on footings where cells are not grouted.

B. Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

C. Install clay flue liners to comply with ASTM C 1283. Install flue liners ahead of surrounding masonry. Set clay flue liners in full bed of refractory mortar 1/16 to 1/8 inch thick. Strike joints flush on inside of flue to provide smooth surface. Maintain expansion space between flue liner and surrounding masonry except where surrounding masonry is required to provide lateral support for flue liners.

D. Set cast-stone trim units in full bed of mortar with full vertical joints. Fill dowel, anchor, and similar holes.
1. Clean soiled surfaces with fiber brush and soap powder and rinse thoroughly with clear water.
2. Allow cleaned surfaces to dry before setting.
3. Wet joint surfaces thoroughly before applying mortar.

E. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness, unless otherwise indicated.

F. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint), unless otherwise indicated.

3.5 CAVITY WALLS

A. Bond wythes of cavity walls together using one of the following methods:
1. Individual Metal Ties: Provide ties as shown installed in horizontal joints, but not less than one metal tie for 2.67 sq. ft. of wall area spaced not to exceed 24 inches o.c. horizontally and 16 inches o.c. vertically. Stagger ties in alternate courses. Provide additional ties within 12 inches of openings and space not more than 36 inches (915 mm) apart around perimeter of openings. At intersecting and abutting walls, provide ties at no more than 24 inches o.c. vertically.
a. Where bed joints of wythes do not align, use adjustable (two-piece) type ties.
b. Where one wythe is of clay masonry and the other of concrete masonry, use adjustable (two-piece) type ties to allow for differential movement regardless of whether bed joints align.
2. Masonry Joint Reinforcement: Installed in horizontal mortar joints.
a. Where bed joints of both wythes align, use ladder-type reinforcement extending across both wythes.
b. Where bed joints of wythes do not align, use adjustable (two-piece) type reinforcement with continuous horizontal wire in facing wythe attached to ties.
c. Where one wythe is of clay masonry and the other of concrete masonry, use adjustable (two-piece) type reinforcement to allow for differential movement regardless of whether bed joints align.

B. Keep cavities clean of mortar droppings and other materials during construction. Bevel beds away from cavity, to minimize mortar protrusions into cavity. Do not attempt to trowel or remove mortar fins protruding into cavity.

C. Installing Cavity-Wall Insulation: Place small dabs of adhesive, spaced approximately 12 inches o.c. both ways, on inside face of insulation boards, or attach with plastic fasteners designed for this purpose. Fit courses of insulation between wall ties and other confining obstructions in cavity, with edges butted tightly both ways. Press units firmly against inside wythe of masonry or other construction as shown.
   1. Fill cracks and open gaps in insulation with crack sealer compatible with insulation and masonry.

3.6 MASONRY JOINT REINFORCEMENT

A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.
   1. Space reinforcement not more than 16 inches o.c.
   2. Space reinforcement not more than 8 inches o.c. in foundation walls and parapet walls.
   3. Provide reinforcement not more than 8 inches above and below wall openings and extending 12 inches beyond openings.
      a. Reinforcement above is in addition to continuous reinforcement.
B. Interrupt joint reinforcement at control and expansion joints, unless otherwise indicated.
C. Provide continuity at wall intersections by using prefabricated T-shaped units.
D. Provide continuity at corners by using prefabricated L-shaped units.
E. Cut and bend reinforcing units as directed by manufacturer for continuity at corners, returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

3.7 ANCHORING MASONRY TO STRUCTURAL MEMBERS

A. Anchor masonry to structural members where masonry abuts or faces structural members to comply with the following:
   1. Provide an open space not less than 1 inch in width between masonry and structural member, unless otherwise indicated. Keep open space free of mortar and other rigid materials.
   2. Anchor masonry to structural members with anchors embedded in masonry joints and attached to structure.
   3. Space anchors as indicated, but not more than 24 inches o.c. vertically and 36 inches o.c. horizontally.

3.8 ANCHORING MASONRY VENEERS

A. Anchor masonry veneers to wall framing with masonry-veneer anchors to comply with the following requirements:
   1. Fasten screw-attached anchors through sheathing to wall framing with metal fasteners of type indicated. Use two fasteners unless anchor design only uses one fastener.
   2. Insert slip-in anchors in metal studs as sheathing is installed. Provide one anchor at each stud in each horizontal joint between sheathing boards.
   3. Embed tie sections in masonry joints. Provide not less than 2 inches (50 mm) of air space between back of masonry veneer and face of sheathing.

4. Locate anchor sections to allow maximum vertical differential movement of ties up and down.
5. Space anchors as indicated, but not more than 18 inches o.c. vertically and 24 inches o.c. horizontally, with not less than 1 anchor for each 2 sq. ft. of wall area. Install additional anchors within 12 inches of openings and at intervals, not exceeding 8 inches, around perimeter.

3.9 CONTROL AND EXPANSION JOINTS

A. General: Install control and expansion joint materials in unit masonry as masonry progresses. Do not allow materials to span control and expansion joints without provision to allow for in-plane wall or partition movement.
B. Form control joints in concrete masonry using one of the following methods:
   1. Fit bond-breaker strips into hollow contour in ends of concrete masonry units on one side of control joint. Fill resultant core with grout and rake out joints in exposed faces for application of sealant.
   2. Install preformed control-joint gaskets designed to fit standard sash block.
   3. Install interlocking units designed for control joints. Install bond-breaker strips at joint. Keep head joints free and clear of mortar or rake out joint for application of sealant.
   4. Install temporary foam-plastic filler in head joints and remove filler when unit masonry is complete for application of sealant.
C. Form expansion joints in brick made from clay or shale as follows:
   1. Build flanges of metal expansion strips into masonry. Lap each joint 4 inches in direction of water flow. Seal joints below grade and at junctures with horizontal expansion joints if any.
   2. Build flanges of factory-fabricated, expansion-joint units into masonry.
   3. Build in compressible joint fillers where indicated.
   4. Form open joint full depth of brick wythe and of width indicated, but not less than 3/8 inch for installation of sealant and backer rod specified in Division 7 Section "Joint Sealants."
D. Provide horizontal, pressure-relieving joints by either leaving an air space or inserting a compressible filler of width required for installing sealant and backer rod specified in Division 7 Section "Joint Sealants," but not less than 3/8 inch.
   1. Locate horizontal, pressure-relieving joints beneath shelf angles supporting masonry.

3.10 LINTELS

A. Install steel lintels where indicated.
B. Provide masonry lintels where shown and where openings of more than 12 inches for brick-size units and 24 inches for block-size units are shown without structural steel or other supporting lintels.
C. Provide minimum bearing of 8 inches at each jamb, unless otherwise indicated.

3.11 FLASHING, WEEP HOLES, CAVITY DRAINAGE, AND VENTS

A. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated. Install vents at shelf angles, ledges, and other obstructions to upward flow of air in cavities, and where indicated.

B. Install flashing as follows, unless otherwise indicated:
   1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
   2. At multiwythe masonry walls, including cavity walls, extend flashing through outer wythe, turned up a minimum of 8 inches, and through inner wythe to within 1/2 inch of the interior face of wall in exposed masonry. Where interior face of wall is to receive furring or framing, carry flashing completely through inner wythe and turn flashing up approximately 2 inches on interior face.
   3. At masonry-veneer walls, extend flashing through veneer, across air space behind veneer, and up face of sheathing at least 8 inches; with upper edge tucked under building paper or building wrap, lapping at least 4 inches.
   4. At lintels and shelf angles, extend flashing a minimum of 6 inches into masonry at each end. At heads and sills, extend flashing 6 inches at ends and turn up not less than 2 inches (50 mm) to form end dams.

C. Install weep holes in head joints in exterior wythes of first course of masonry immediately above embedded flashing and as follows:
   1. Use specified weep/vent products to form weep holes.
   2. Use wicking material to form weep holes above flashing under brick sills. Turn wicking down at lip of sill to be as inconspicuous as possible.
   3. Space weep holes formed from plastic tubing 16 inches o.c.
   4. Cover cavity side of weep holes with plastic insect screening at cavities insulated with loose-fill insulation.
   5. Trim wicking material flush with outside face of wall after mortar has set.

D. Place cavity drainage material in cavities to comply with configuration requirements for cavity drainage material in Part 2 "Miscellaneous Masonry Accessories" Article.

E. Install vents in head joints in exterior wythes at spacing indicated. Use specified weep/vent products to form vents.
   1. Close cavities off vertically and horizontally with blocking in manner indicated. Install through-wall flashing and weep holes above horizontal blocking.

3.12 REINFORCED UNIT MASONRY INSTALLATION

A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
   1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
   2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and other temporary loads that may be placed on them during construction.

B. Placing Reinforcement: Comply with requirements in ACI 530.1/ASCE 6/TMS 602.

C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
   1. Comply with requirements in ACI 530.1/ASCE 6/TMS 602 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
   2. Limit height of vertical grout pours to not more than 60 inches.

3.13 FIELD QUALITY CONTROL

A. Inspectors: Owner will engage qualified independent inspectors to perform inspections and prepare reports. Allow inspectors access to scaffolding and work areas, as needed to perform inspections.
   1. Place grout only after inspectors have verified compliance of grout spaces and grades, sizes, and locations of reinforcement.

B. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections indicated below and prepare test reports:
   1. Payment for these services will be made by Owner.
   2. Retesting of materials failing to comply with specified requirements shall be done at Contractor's expense.

C. Testing Frequency: One set of tests for each 5000 sq. ft. (465 sq. m) of wall area or portion thereof.

D. Clay Masonry Unit Test: For each type of unit provided, per ASTM C 67.

E. Concrete Masonry Unit Test: For each type of unit provided, per ASTM C 140.

F. Mortar Test (Property Specification): For each mix provided, per ASTM C 780.

G. Grout Test (Compressive Strength): For each mix provided, per ASTM C 1019.

3.14 REPAIRING, POINTING, AND CLEANING

A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.

B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.

C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.

D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
   1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
   2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
   3. Protect adjacent stone and nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
   4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
   5. Clean brick by bucket-and-brush hand-cleaning method described in BIA Technical Notes 20.
   6. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2A applicable to type of stain on exposed surfaces.
   7. Clean cast stone trim to comply with stone supplier's written instructions.

3.15 MASONRY WASTE DISPOSAL

A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.
B. Excess Masonry Waste: Remove excess clean masonry waste and other masonry waste, and legally dispose of off Owner's property.

3.16 UNIT MASONRY SCHEDULE: VERIFY AND MATCH EXISTING

TYPE	**MANUFACTURER**	**PRODUCT**
Type A	Featherlite Building Products	Dallas Plant “Texas Shell” Rock Face
Type B	Acme Brick	DTP 155 “ALCON” Velour Modular
Type C	Acme Brick	DTP 105 “Golden Sunset” Velour Modular
Type D	Featherlite Building Products	Standard Gray Concrete Block

END OF SECTION

SECTION 05120

STRUCTURAL STEEL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. This Section includes structural steel and architecturally exposed structural steel.

1.3 RELATED SECTIONS

A. Section 01400 - Quality Requirements: Independent testing agency procedures and administrative requirements.
B. Section 05130 - Steel Deck: Field installation of shear connectors.
C. Section 05500 - Metal Fabrications: Loose steel bearing plates and miscellaneous steel framing.
D. Section 09810 - Ferrous Metal Special Coatings: Surface preparation and priming requirements.

1.4 PERFORMANCE REQUIREMENTS

A. Structural Performance: Engineer structural steel connections required by the Contract Documents to be selected or completed by the fabricator to withstand design loadings indicated.
B. Engineering Responsibility: Engage a fabricator who utilizes a qualified professional engineer to prepare calculations, Shop Drawings, and other structural data for structural steel connections.

1.5 SUBMITTALS

A. Product Data for each type of product specified.
B. Shop Drawings detailing fabrication of structural steel components.
   1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
   2. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld.
   3. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify high-strength bolted slip-critical, direct-tension, or tensioned shear/bearing connections.
   4. Include Shop Drawings signed and sealed by a qualified professional engineer responsible for their preparation.
C. Qualification data for firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced Installer who has completed structural steel work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.

B. Fabricator Qualifications: Engage a firm experienced in fabricating structural steel similar to that indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to fabricate structural steel without delaying the Work.

C. Comply with applicable provisions of the following specifications and documents:
   1. AISC's "Specification for Structural Steel Buildings--Allowable Stress Design and Plastic Design."
   2. AISC's "Load and Resistance Factor Design (LFRD) Specification for Structural Steel Buildings."
   3. ASTM A 6 "Specification for General Requirements for Rolled Steel Plates, Shapes, Sheet Piling, and Bars for Structural Use."
   4. Research Council on Structural Connections' (RCSC) "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

D. Professional Engineer Qualifications: A professional engineer who is legally authorized to practice in the jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for projects with structural steel framing that are similar to that indicated for this Project in material, design, and extent.

E. Welding Standards: Comply with applicable provisions of AWS D1.1 "Structural Welding Code--Steel."

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver structural steel to Project site in such quantities and at such times to ensure continuity of installation.

B. Store materials to permit easy access for inspection and identification. Keep steel members off ground by using pallets, platforms, or other supports. Protect steel members and packaged materials from erosion and deterioration.
   1. Store fasteners in a protected place. Clean and relubricate bolts and nuts that become dry or rusty before use.
   2. Do not store materials on structure in a manner that might cause distortion or damage to members or supporting structures. Repair or replace damaged materials or structures as directed.

1.8 SEQUENCING

A. Supply anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, templates, instructions, and directions, as required, for installation.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Structural Steel Shapes:
   1. ASTM A 572 Grade 50 or ASTM A 992.
   2. Plates and Bars:
      a. Carbon Steel: ASTM A 36
B. Cold-Formed Structural Steel Tubing: ASTM A 500, Grade B.
C. Steel Pipe: ASTM A 53, Type E or S, Grade B.
   1. Weight Class: Standard.
   2. Finish: Black.
D. Shear Connectors: ASTM A 108, Grade 1015 through 1020, headed-stud type, cold-finished carbon steel, AWS D1.1, Type B.
   1. Diameter: ¾ inch.
   2. Length: 4 inches.
E. Anchor Rods, Bolts, Nuts, and Washers: As follows:
   1. Unheaded Rods: ASTM A 36.
   2. Washers: ASTM A 36.
F. High-Strength Bolts, Nuts, and Washers: ASTM A 325, Type 1, heavy hex steel structural bolts, heavy hex carbon-steel nuts, and hardened carbon-steel washers.
   1. Finish: Plain, uncoated.
   2. Direct-Tension Indicators: ASTM F 959, Type 325.
      a. Finish: Plain, uncoated.
G. Welding Electrodes: Comply with AWS requirements.

2.2 PAINT

A. As specified in Section 09810.

2.3 GROUT

A. Nonmetallic, Shrinkage-Resistant Grout: Premixed, nonmetallic, noncorrosive, nonstaining grout containing selected silica sands, portland cement, shrinkage compensating agents, plasticizing and water-reducing agents, complying with ASTM C 1107, of consistency suitable for application, and a 30-minute working time.

2.4 FABRICATION

A. Fabricate and assemble structural steel in shop to greatest extent possible. Fabricate structural steel according to AISC specifications referenced in this Section and in Shop Drawings.
   1. Camber structural steel members where indicated.
   2. Identify high-strength structural steel according to ASTM A 6 and maintain markings until steel has been erected.
   3. Mark and match-mark materials for field assembly.
   4. Fabricate for delivery a sequence that will expedite erection and minimize field handling of structural steel.

5. Complete structural steel assemblies, including welding of units, before starting shop-priming operations.
6. Comply with fabrication tolerance limits of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for structural steel.

B. Fabricate architecturally exposed structural steel with exposed surfaces smooth, square, and free of surface blemishes, including pitting, rust and scale seam marks, roller marks, rolled trade names, and roughness.
1. Remove blemishes by filling, grinding, or by welding and grinding, prior to cleaning, treating, and shop priming.
2. Comply with fabrication requirements, including tolerance limits, of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for architecturally exposed structural steel.

C. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
1. Plane thermally cut edges to be welded.

D. Finishing: Accurately mill ends of columns and other members transmitting loads in bearing.

E. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1 and manufacturer's printed instructions.

F. Holes: Provide holes required for securing other work to structural steel framing and for passage of other work through steel framing members, as shown on Shop Drawings.
1. Cut, drill, or punch holes perpendicular to metal surfaces. Do not flame-cut holes or enlarge holes by burning. Drill holes in bearing plates.
2. Weld threaded nuts to framing and other specialty items as indicated to receive other work.

2.5 SHOP CONNECTIONS

A. Shop install and tighten high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
1. Connection Type: Snug tightened, unless indicated as slip-critical, direct-tension, or tensioned shear/bearing connections.

B. Weld Connections: Comply with AWS D1.1 for procedures, appearance and quality of welds, and methods used in correcting welding work.
1. Assemble and weld built-up sections by methods that will maintain true alignment of axes without warp.
2. Verify that weld sizes, fabrication sequence, and equipment used for architecturally exposed structural steel will limit distortions to allowable tolerances. Prevent surface bleeding of back-side welding on exposed steel surfaces. Grind smooth exposed fillet welds 1/2 inch and larger. Grind flush butt welds. Dress exposed welds.

2.6 SHOP FINISHING

A. Shop Finishes: As specified in Section 09810 – Ferrous Metal Special Coatings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Before erection proceeds, and with the steel erector present, verify elevations of concrete and masonry bearing surfaces and locations of anchorages for compliance with requirements.
B. Do not proceed with erection until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place, unless otherwise indicated.

3.3 ERECTION

A. Set structural steel accurately in locations and to elevations indicated and according to AISC specifications referenced in this Section.
B. Base and Bearing Plates: Clean concrete and masonry bearing surfaces of bond-reducing materials and roughen surfaces prior to setting base and bearing plates. Clean bottom surface of base and bearing plates.
    1. Set base and bearing plates for structural members on wedges, shims, or setting nuts as required.
    2. Tighten anchor bolts after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of base or bearing plate prior to packing with grout.
    3. Pack grout solidly between bearing surfaces and plates so no voids remain. Finish exposed surfaces, protect installed materials, and allow to cure.
        a. Comply with manufacturer's instructions for proprietary grout materials.
C. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."
    1. Maintain erection tolerances of architecturally exposed structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."
D. Align and adjust various members forming part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
    1. Level and plumb individual members of structure.
    2. Establish required leveling and plumbing measurements on mean operating temperature of structure. Make allowances for difference between temperature at time of erection and mean temperature at which structure will be when completed and in service.
E. Splice members only where indicated.
F. Remove erection bolts on welded, architecturally exposed structural steel; fill holes with plug welds; and grind smooth at exposed surfaces.
G. Do not use thermal cutting during erection.
H. Finish sections thermally cut during erection equal to a sheared appearance.
I. Do not enlarge unfair holes in members by burning or by using drift pins. Ream holes that must be enlarged to admit bolts.

3.4 FIELD CONNECTIONS

A. Install and tighten high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
   1. Connection Type: Snug tightened, unless indicated as slip-critical, direct-tension, or tensioned shear/bearing connections.

B. Weld Connections: Comply with AWS D1.1 for procedures, appearance and quality of welds, and methods used in correcting welding work.
   1. Comply with AISC specifications referenced in this Section for bearing, adequacy of temporary connections, alignment, and removal of paint on surfaces adjacent to field welds.
   2. Assemble and weld built-up sections by methods that will maintain true alignment of axes without warp.
   3. Verify that weld sizes, fabrication sequence, and equipment used for architecturally exposed structural steel will limit distortions to allowable tolerances. Prevent surface bleeding of back-side welding on exposed steel surfaces. Grind smooth exposed fillet welds 1/2 inch and larger. Grind flush butt welds. Dress exposed welds.

3.5 FIELD QUALITY CONTROL

A. Contractor will engage an independent testing and inspecting agency to perform field inspections and tests and to prepare test reports.
   1. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from requirements.

B. Correct deficiencies in or remove and replace structural steel that inspections and test reports indicate do not comply with specified requirements.

C. Additional testing, at Contractor's expense, will be performed to determine compliance of corrected Work with specified requirements.

D. In addition to visual inspection, field-welded connections will be inspected and tested according to AWS D1.1 and the inspection procedures listed below, at testing agency's option.
   1. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
   2. Radiographic Inspection: ASTM E 94 and ASTM E 142; minimum quality level "2-2T."
   3. Ultrasonic Inspection: ASTM E 164.

E. In addition to visual inspection, field-welded shear connectors will be inspected and tested according to requirements of AWS D1.1 for stud welding and as follows:
   1. Bend tests will be performed when visual inspections reveal either less than a continuous 360-degree flash or welding repairs to any shear connector.
   2. Tests will be conducted on additional shear connectors when weld fracture occurs on shear connectors already tested, according to requirements of AWS D1.1.

3.6 CLEANING

A. Touchup Painting: As specified in Section 09810 – Ferrous Metal Special Coatings.

END OF SECTION

SECTION 05210

STEEL JOISTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Open-web K-series steel joists.
B. Joist accessories.

1.3 RELATED SECTIONS

A. Section 03300 - Cast-in-Place Concrete: Installing bearing plates in concrete.
B. Section 04810 - Unit Masonry Assemblies: Installing bearing plates in unit masonry.
C. Section 05500 - Metal Fabrications: Furnishing steel bearing plates.

1.4 SUBMITTALS

A. Product Data: For each type of joist, accessory, and product indicated.
B. Shop Drawings: Show layout, mark, number, type, location, and spacings of joists. Include joining and anchorage details, bracing, bridging, accessories; splice and connection locations and details; and attachments to other construction.
   1. Indicate locations and details of anchorage devices and bearing plates to be embedded in other construction.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: A firm experienced in manufacturing joists similar to those indicated for this Project and with a record of successful in-service performance.
   1. Manufacturer must be certified by SJI to manufacture joists complying with SJI standard specifications and load tables.
   2. Assumes responsibility for engineering special joists to comply with performance requirements. This responsibility includes preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer.
   3. Professional Engineer Qualifications: A professional engineer who is legally authorized to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of joists that are similar to those indicated for this Project in material, design, and extent.

B. SJI Specifications: Comply with SJI's "Standard Specifications Load Tables and Weight Tables for Steel Joists and Joist Girders" (hereafter, "Specifications"), applicable to types of joists indicated.
C. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code--Steel"; and AWS D1.3 "Structural Welding Code--Sheet Steel."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle joists as recommended in SJI's "Specifications."
B. Protect joists from corrosion, deformation, and other damage during delivery, storage, and handling.

1.7 SEQUENCING

A. Deliver steel bearing plates and other devices to be built into concrete and masonry construction.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Steel: Comply with SJI's "Specifications" for chord and web members.
B. Steel Bearing Plates: ASTM A 36.
C. High-Strength Bolts and Nuts: ASTM A 325, Type 1, heavy hex steel structural bolts, heavy hex carbon-steel nuts, and hardened carbon-steel washers.
D. Welding Electrodes: Comply with AWS standards.

2.2 PRIMERS

A. Primer: SSPC-Paint 15, Type I, red oxide; FS TT-P-636, red oxide; or manufacturer's standard shop primer complying with performance requirements of either of these red-oxide primers.

2.3 OPEN-WEB K-SERIES STEEL JOISTS

A. Manufacture steel joists according to "Standard Specifications for Open Web Steel Joists, K-Series," in SJI's "Specifications," with steel-angle top- and bottom-chord members, underslung ends, and parallel top chord; of joist type indicated.
   1. Joist Type: K-series steel joists.
B. Comply with AWS requirements and procedures for shop welding, appearance, quality of welds, and methods used in correcting welding work.
C. Provide holes in chord members for connecting and securing other construction to joists.
D. Camber joists according to SJI's "Specifications."
E. Equip bearing ends of joists with manufacturer's standard beveled ends or sloped shoes if joist slope exceeds 1/4 inch per 12 inches.

2.4 JOIST ACCESSORIES

A. Bridging: Detail and fabricate according to SJI's "Specifications."
B. Steel bearing plates with integral anchorages are specified in Division 5 Section "Metal Fabrications."
C. Supply miscellaneous accessories, including splice plates and bolts required by joist manufacturer to complete joist installation.

2.5 CLEANING AND SHOP PAINTING

A. Clean and remove loose scale, heavy rust, and other foreign materials from fabricated joists and accessories to be primed by hand-tool cleaning, SSPC-SP 2 or power-tool cleaning, SSPC-SP 3.
B. Do not prime paint joists and accessories to receive sprayed fire-resistive materials.
C. Apply one shop coat of primer to joists and joist accessories to be primed to provide a continuous, dry paint film not less than 1 mil thick.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine supporting substrates, embedded bearing plates, and abutting structural framing, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Do not install joists until supporting construction is in place and secured.
B. Install joists and accessories plumb, square, and true to line; securely fasten to supporting construction according to SJI's "Specifications," joist manufacturer's written recommendations, and requirements in this Section.
    1. Before installation, splice joists delivered to Project site in more than one piece.
    2. Space, adjust, and align joists accurately in location before permanently fastening.
    3. Install temporary bracing and erection bridging, connections, and anchors to ensure that joists are stabilized during construction.
    4. Delay rigidly connecting bottom-chord extensions to columns or supports until dead loads have been applied.
C. Field weld joists to supporting steel bearing plates. Coordinate welding sequence and procedure with placement of joists. Comply with AWS requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
D. Install and connect bridging concurrently with joist erection, before construction loads are applied. Anchor ends of bridging lines at top and bottom chords if terminating at walls or beams.

3.3 FIELD QUALITY CONTROL

A. Field welds will be visually inspected according to AWS D1.1.
B. Correct deficiencies in Work that inspections and test reports have indicated are not in compliance with specified requirements.

C. Additional testing will be performed to determine compliance of corrected Work with specified requirements.

3.4 REPAIRS AND PROTECTION

A. Touchup Painting: After installation, promptly clean, prepare, and prime or reprime field connections, rust spots, and abraded surfaces of prime-painted joists and accessories, bearing plates and abutting structural steel.
   1. Clean and prepare surfaces by hand-tool cleaning, SSPC-SP 2, or power-tool cleaning, SSPC-SP 3.
   2. Apply a compatible primer of the same type as the shop primer used on adjacent surfaces.

B. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure joists and accessories are without damage or deterioration at time of Substantial Completion.

END OF SECTION

SECTION 05310

STEEL DECK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Roof deck.

1.3 RELATED DOCUMENTS

A. Section 03300 - Cast-in-Place Concrete: Concrete fill and reinforcing steel.
B. Section 05120 - Structural Steel: Shop-welded shear connectors.
C. Section 05500 - Metal Fabrications: Framing deck openings with miscellaneous steel shapes.

1.4 SUBMITTALS

A. Product Data: For each type of deck, accessory, and product indicated.
B. Shop Drawings: Show layout and types of deck panels, anchorage details, reinforcing channels, pans, deck openings, special jointing, accessories, and attachments to other construction.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed steel deck similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
B. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code--Steel," and AWS D1.3, "Structural Welding Code--Sheet Steel."
C. AISI Specifications: Calculate structural characteristics of steel deck according to AISI's "Specification for the Design of Cold-Formed Steel Structural Members."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Protect steel deck from corrosion, deformation, and other damage during delivery, storage, and handling.
B. Stack steel deck on platforms or pallets and slope to provide drainage. Protect with a waterproof covering and ventilate to avoid condensation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements.

2.2 ROOF DECK

A. Steel Roof Deck: Fabricate panels, without top-flange stiffening grooves, to comply with "SDI Specifications and Commentary for Steel Roof Deck," in SDI Publication No. 29, and the following:
   1. Galvanized Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grade 33 (230), G60 (Z180) zinc coating.
   2. Deck Profile: Type WR, wide rib.
   3. Profile Depth: 1-1/2 inches.
   4. Design Uncoated-Steel Thickness: 0.0358
   5. Span Condition: Three-span.
   6. Side Laps: Overlapped.

2.3 ACCESSORIES

A. General: Provide manufacturer's standard accessory materials for deck that comply with requirements indicated.
B. Side-Lap Fasteners: Corrosion-resistant, hexagonal washer head; self-drilling, carbon-steel screws, No. 10 minimum diameter.
C. Steel Sheet Accessories: Steel sheet, of same material, finish, and thickness as deck, unless otherwise indicated.
D. Galvanizing Repair Paint: SSPC-Paint 20 or DOD-P-21035, with dry film containing a minimum of 94 percent zinc dust by weight.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine supporting frame and field conditions for compliance with requirements for installation tolerances and other conditions affecting performance.

3.2 INSTALLATION, GENERAL

A. Install deck panels and accessories according to applicable specifications and commentary in SDI Publication No. 29, manufacturer's written instructions, and requirements in this Section.
B. Locate decking bundles to prevent overloading of supporting members.
C. Place deck panels on supporting frame and adjust to final position with ends accurately aligned and bearing on supporting frame before being permanently fastened. Do not stretch or contract side-lap interlocks.
D. Place deck panels flat and square and fasten to supporting frame without warp or deflection.
E. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to decking.
F. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of decking, and support of other work.
G. Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used for correcting welding work.

3.3 ROOF DECK INSTALLATION

A. Fasten roof deck panels to steel supporting members by arc spot (puddle) welds of the surface diameter indicated or arc seam welds with an equal perimeter, but not less than 1-1/2 inches long, and as follows:
   1. Weld Diameter: 5/8 inch, nominal.
   2. Weld Spacing: Weld edge and interior ribs of deck units with a minimum of two welds per deck unit at each support. Space welds 12 inches apart in the field of the roof and 6 inches apart in roof corners and perimeter, based on roof-area definitions of FM Loss Prevention Data Sheet 1-28.

B. Side-Lap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports, at intervals not exceeding the lesser of 1/2 of the span or 18 inches, and as follows:
   1. Mechanically fasten with self-drilling No. 10 diameter or larger carbon-steel screws.

C. End Bearing: Install deck ends over supporting frame with a minimum end bearing of 1-1/2 inches, with end joints as follows:
   1. End Joints: Lapped 2 inches minimum.

D. Miscellaneous Roof Deck Accessories: Install ridge and valley plates, finish strips, cover plates, end closures, and reinforcing channels according to deck manufacturer's written instructions. Weld to substrate to provide a complete deck installation.

3.4 FIELD QUALITY CONTROL

A. Testing: Owner will engage a qualified independent testing agency to perform field quality-control testing as required by the 2009 International Building Code, Chapter 17: Special Inspections.

B. Field welds will be subject to inspection.

C. Remove and replace work that does not comply with specified requirements.

D. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of corrected work with specified requirements.

3.5 REPAIRS AND PROTECTION

A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on both surfaces of deck with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.

B. Provide final protection and maintain conditions to ensure that steel deck is without damage or deterioration at time of Substantial Completion.

END OF SECTION

SECTION 05500

METAL FABRICATIONS

PART 1 - GENERAL

1.1 DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Steel framing and supports for overhead doors.
B. Steel framing and supports for countertops.
C. Steel framing and supports for mechanical and electrical equipment.
D. Steel framing and supports for applications where framing and supports are not specified in other Sections.
E. Shelf angles.
F. Loose bearing and leveling plates.
G. Structural-steel door frames.
H. Miscellaneous steel trim including steel angle corner guards and steel edgings.
I. Metal bollards.
J. Products furnished, but not installed, under this Section include the following:
   1. Loose steel lintels.
   2. Anchor bolts, steel pipe sleeves, and wedge-type inserts indicated to be cast into concrete or built into unit masonry.

1.3 RELATED SECTIONS

A. Division 3 Section "Cast-in-Place Concrete" for installing anchor bolts, steel pipe sleeves, wedge-type inserts and other items indicated to be cast into concrete.
B. Division 4 Section "Unit Masonry Assemblies" for installing loose lintels, anchor bolts, and other items indicated to be built into unit masonry.
C. Division 5 Section "Structural Steel."
D. Division 5 Section "Pipe and Tube Railings."

1.4 PERFORMANCE REQUIREMENTS

A. Structural Performance of Ladders: Provide ladders capable of withstanding the effects of loads and stresses within limits and under conditions specified in ANSI A14.3.
B. Thermal Movements: Provide exterior metal fabrications that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
   1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

1.5 SUBMITTALS

A. Product Data: For the following:
   1. Paint products.
   2. Grout.
B. Shop Drawings: Show fabrication and installation details for metal fabrications.
   1. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.
   2. Provide templates for anchors and bolts specified for installation under other Sections.

1.6 QUALITY ASSURANCE

A. Welding: Qualify procedures and personnel according to the following:
   1. AWS D1.1, "Structural Welding Code--Steel."

1.7 PROJECT CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication and indicate measurements on Shop Drawings.
   1. Provide allowance for trimming and fitting at site.

1.8 COORDINATION

A. Coordinate installation of anchorages for metal fabrications. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

PART 2 - PRODUCTS

2.1 METALS, GENERAL

A. Metal Surfaces, General: Provide materials with smooth, flat surfaces, unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

2.2 FERROUS METALS

A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
B. Steel Tubing: ASTM A 500, cold-formed steel tubing.
C. Steel Pipe: ASTM A 53/A 53M, standard weight (Schedule 40), unless another weight is indicated or required by structural loads.

2.3 FASTENERS

A. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633, Class Fe/Zn 5, at exterior walls. Provide stainless-steel fasteners for fastening aluminum. Select fasteners for type, grade, and class required.

B. Expansion Anchors: Anchor bolt and sleeve assembly with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.
   1. Material for Anchors: Alloy Group 1 (A1) or 2 (A4) stainless-steel bolts complying with ASTM F 593 (ASTM F 738M) and nuts complying with ASTM F 594 (ASTM F 836M).

2.4 MISCELLANEOUS MATERIALS

A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
B. Shop Primers: Provide primers that comply with Division 9 painting Sections and Section "High-Performance Coatings."
C. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds in steel, complying with SSPC-Paint 20.
D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.
E. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.
F. Concrete Materials and Properties: Comply with requirements in Division 3 Section "Cast-in-Place Concrete" for normal-weight, air-entrained, ready-mix concrete with a minimum 28-day compressive strength of 3000 psi (20 MPa), unless otherwise indicated.

2.5 FABRICATION, GENERAL

A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm), unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
D. Form exposed work true to line and level with accurate angles and surfaces and straight edges.
E. Weld corners and seams continuously to comply with the following:
   1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
   2. Obtain fusion without undercut or overlap.
   3. Remove welding flux immediately.
   4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) screws or bolts, unless otherwise indicated. Locate joints where least conspicuous.
G. Fabricate seams and other connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.

I. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

1. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 by 1-1/2 inches (3.2 by 38 mm), with a minimum 6-inch (150-mm) embedment and 2-inch (50-mm) hook, not less than 8 inches (200 mm) from ends and corners of units and 24 inches (600 mm) o.c., unless otherwise indicated.

2.6 MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.

B. Fabricate units from steel shapes, plates, and bars of welded construction, unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction retained by framing and supports. Cut, drill, and tap units to receive hardware, hangers, and similar items.

1. Fabricate units from slotted channel framing where indicated.

C. Galvanize miscellaneous framing and supports where indicated.

2.7 LOOSE STEEL LINTELS

A. Fabricate loose steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated. Weld adjoining members together to form a single unit where indicated.

B. Size loose lintels to provide bearing length at each side of openings equal to 1/12 of clear span but not less than 8 inches (200 mm), unless otherwise indicated.

C. Galvanize loose steel lintels located in exterior walls.

2.8 SHELF ANGLES

A. Fabricate shelf angles from steel angles of sizes indicated and for attachment to concrete framing. Provide horizontally slotted holes to receive 3/4-inch (19-mm) bolts, spaced not more than 6 inches (150 mm) from ends and 24 inches (600 mm) o.c., unless otherwise indicated.

1. Provide mitered and welded units at corners.
2. Provide open joints in shelf angles at expansion and control joints. Make open joint approximately 2 inches (50 mm) larger than expansion or control joint.

B. For cavity walls, provide vertical channel brackets to support angles from backup masonry and concrete.

C. Galvanize shelf angles located in exterior walls.

2.9 LOOSE BEARING AND LEVELING PLATES

A. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction. Drill plates to receive anchor bolts and for grouting.

B. Galvanize plates after fabrication.

2.10 STEEL WELD PLATES AND ANGLES

A. Provide steel weld plates and angles not specified in other Sections, for items supported from concrete construction as needed to complete the Work. Provide each unit with not less than two integrally welded steel strap anchors for embedding in concrete.

2.11 MISCELLANEOUS STEEL TRIM

A. Unless otherwise indicated, fabricate units from steel shapes, plates, and bars of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.
B. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with other work.
   1. Provide with integrally welded steel strap anchors for embedding in concrete or masonry construction.
C. Galvanize exterior miscellaneous steel trim.

2.12 METAL BOLLARDS

A. Fabricate metal bollards from Schedule 40 steel pipe.
   1. Cap bollards with 1/4-inch- (6.4-mm-) thick steel plate.
B. Fabricate sleeves for bollard anchorage from steel pipe with 1/4-inch thick steel plate welded to bottom of sleeve. Make sleeves not less than 8 inches deep and 3/4 inch larger than OD of bollard.

2.13 FINISHES, GENERAL

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
B. Finish metal fabrications after assembly.

2.14 STEEL AND IRON FINISHES

A. Galvanizing: Hot-dip galvanize items as indicated to comply with applicable standard listed below:
   1. ASTM A 123/A 123M, for galvanizing steel and iron products.
   2. ASTM A 153/A 153M, for galvanizing steel and iron hardware.
B. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with minimum requirements indicated below for SSPC surface preparation specifications and environmental exposure conditions of installed metal fabrications:
   1. Exteriors (SSPC Zone 1B) and Items Indicated to Receive Zinc-Rich Primer: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
   2. Interiors (SSPC Zone 1A): SSPC-SP 3, "Power Tool Cleaning."
C. Shop Priming: Apply shop primer to uncoated surfaces of metal fabrications, except those with galvanized finishes and those to be embedded in concrete, sprayed-on fireproofing, or masonry, unless otherwise indicated. Comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

C. Field Welding: Comply with the following requirements:
   1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
   2. Obtain fusion without undercut or overlap.
   3. Remove welding flux immediately.
   4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag bolts, wood screws, and other connectors.

E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

3.2 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

3.3 INSTALLING METAL BOLLARDS

A. Anchor bollards in concrete with pipe sleeves preset and anchored into concrete in formed or core-drilled holes not less than 8 inches deep and 3/4 inch larger than OD of bollard. Fill annular space around bollard solidly with nonshrink, nonmetallic grout; mixed and placed to comply with grout manufacturer's written instructions. Slope grout up approximately 1/8 inch toward bollard.

3.4 ADJUSTING AND CLEANING

A. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Division 9 painting Sections.

B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

END OF SECTION

SECTION 05580

FORMED-METAL FABRICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Stainless steel counter tops.

1.3 SUBMITTALS

A. Shop Drawings: Detail fabrication and installation of the following formed-metal fabrications. Include plans, elevations, sections, and details of components and their connections. Show anchorage and accessory items.
B. Samples for Verification: For each type of exposed finish required, prepared on 6-inch square samples of metal of same thickness and material indicated for the Work. If finishes involve normal color and texture variations, include sample sets showing the full range of variations expected.
C. Source Limitations: Obtain formed-metal fabrications through one source from a single manufacturer.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver formed-metal fabrications wrapped in protective coverings and strapped together in suitable packs or in heavy-duty cartons. Remove protective coverings before they stain or bond to finished surfaces.
B. Store products on elevated platforms in a dry location.

1.5 PROJECT CONDITIONS

A. Field Measurements: Where formed-metal fabrications are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

PART 2 - PRODUCTS

2.1 SHEET METAL

A. General: Provide sheet metal without pitting, seam marks, roller marks, stains, discolorations, or other imperfections where exposed to view on finished units.
B. Stainless-Steel Sheet: ASTM A 666, Type 316, stretcher-leveled standard of flatness.

2.2 MISCELLANEOUS MATERIALS

A. Filler Metal and Electrodes: Provide type and alloy of filler metal and electrodes as recommended by producer of metal to be welded or brazed and as necessary for strength, corrosion resistance, and compatibility in fabricated items.
   1. Use filler metals that will match the color of metal being joined and will not cause discoloration.

B. Fasteners: Use fasteners fabricated from same basic metal and alloy as fastened metal, unless otherwise indicated. Do not use metals that are corrosive or incompatible with materials joined.
   1. Provide concealed fasteners for interconnecting formed-metal fabrications and for attaching them to other work, unless otherwise indicated.

2.3 FABRICATION, GENERAL

A. Shop Assembly: Preassemble formed-metal fabrications in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

B. Coordinate dimensions and attachment methods of formed-metal fabrications with those of adjoining construction to produce integrated assemblies with closely fitting joints and with edges and surfaces aligned, unless otherwise indicated.

C. Form metal to profiles indicated, in maximum lengths to minimize joints. Produce flat, flush surfaces without cracking or grain separation at bends. Fold back exposed edges of unsupported sheet metal to form a 1/2-inch wide hem on the concealed side, or ease edges to a radius of approximately 1/32 inch and support with concealed stiffeners.

D. Increase metal thickness or reinforce with concealed stiffeners, backing materials, or both, as needed to provide surface flatness specified for stretcher-leveled sheet metal and sufficient strength for indicated use.
   1. Support joints with concealed stiffeners as needed to hold exposed faces of adjoining sheets in flush alignment.

E. Build in straps, plates, and brackets as needed to support and anchor fabricated items to adjoining construction. Reinforce formed-metal units as needed to attach and support other construction.

F. Provide support framing, mounting and attachment clips, splice sleeves, fasteners, and accessories needed to install formed-metal fabrications.

G. Where welding or brazing is required, weld or braze joints and seams continuously. Grind, fill, and dress to produce smooth, flush, exposed surfaces in which joints are not visible after finishing is completed.
   1. Use welding and brazing procedures that will blend with and not cause discoloration of metal being joined.

2.4 COUNTER TOPS

A. Form from metal of type and thickness indicated below. Fabricate to fit tightly to adjoining construction.
   1. Stainless-Steel Sheet: .0500 inch

B. Conceal fasteners where possible; otherwise, locate where they will be as inconspicuous as possible. Size fasteners to support closures and trim, with fasteners spaced to prevent buckling or waviness in finished surfaces.

C. Drill and tap holes needed for securing closures and trim to other surfaces.

D. Miter or cope trim members at corners and reinforce with bent metal splice plates to form tight joints.

2.5 FINISHES, GENERAL

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
B. Complete mechanical finishes of flat sheet metal surfaces before fabrication where possible. After fabrication, finish all joints, bends, abrasions, and other surface blemishes to match sheet finish.
C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

2.6 STAINLESS-STEEL FINISHES

A. Remove tool and die marks and stretch lines or blend into finish.
B. Grind and polish surfaces to produce uniform, directionally textured, polished finish indicated free of cross scratches. Run grain with long dimension of each piece.
C. Satin, Directional Polish: No. 4 finish.
D. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Locate and place formed-metal fabrications level, plumb, and in alignment with adjacent construction.
B. Use concealed anchorages. Provide brass or lead washers fitted to screws where needed to protect metal surfaces and to make a weathertight connection.

3.2 ADJUSTING

A. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop: make required alterations and refinish entire unit or provide new units.

3.3 PROTECTION

A. Protect finishes of formed-metal fabrications from damage during construction period. Remove temporary protective coverings at time of Substantial Completion.

END OF SECTION

SECTION 05810

ARCHITECTURAL JOINT SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Architectural joint systems for building interiors.
B. Architectural joint systems for building exteriors.
C. Architectural joint systems for open-air structures.

1.3 SUBMITTALS

A. Shop Drawings: Provide the following for each joint system specified:
   1. Placement Drawings: Include line diagrams showing plans, elevations, sections, details, splices, blockout requirement, entire route of each joint system, and attachments to other work. Where joint systems change planes, provide isometric or clearly detailed drawing depicting how components interconnect.
B. Samples for Initial Selection: For each type of joint system indicated.
   1. Include manufacturer's color charts showing the full range of colors and finishes available for each exposed metal and elastomeric seal material.
C. Samples for Verification: For each type of architectural joint system indicated.
   1. Full width by 6 inches (150 mm) long, for each system required.
D. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for current products.

1.4 QUALITY ASSURANCE

A. Source Limitations: Obtain architectural joint systems through one source from a single manufacturer.
B. Product Options: Drawings indicate size, profiles, and dimensional requirements of architectural joint systems and are based on the specific systems indicated. Refer to Division 1 Section "Product Requirements."
   1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.
C. Accessibility Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA), Accessibility Guidelines (ADAAG)".
D. Fire-Test-Response Characteristics: Where indicated, provide architectural joint system and fire-barrier assemblies identical to those of assemblies tested for fire resistance per UL 2079 by a testing and inspecting agency acceptable to authorities having jurisdiction.
   1. Hose Stream Test: Wall-to-wall and wall-to-ceiling assemblies shall be subjected to hose stream testing.

1.5 COORDINATION

A. Coordinate installation of exterior wall and soffit joint systems with roof expansion assemblies to ensure that wall transitions are watertight. Roof expansion assemblies are specified in Division 7.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Aluminum: ASTM B 221 (ASTM B 221M), Alloy 6063-T5 for extrusions; ASTM B 209 (ASTM B 209M), Alloy 6061-T6 for sheet and plate.
   1. Apply manufacturer's standard protective coating on aluminum surfaces to be placed in contact with cementitious materials.
   2. Mill Finish: AA-M10 (Mechanical Finish: as fabricated, unspecified).

B. Stainless Steel: ASTM A 666, Type 304 for plates, sheet, and strips.
   1. Remove tool and die marks and stretch lines or blend into finish.
   2. Finish: No. 2B, bright, cold-rolled, unpolished.

C. Elastomeric Seals: Preformed elastomeric membranes or extrusions to be installed in metal frames.

D. Compression Seals: ASTM E 1612; preformed rectangular elastomeric extrusions having internal baffle system and designed to function under compression.

E. Strip Seals: ASTM E 1783; preformed elastomeric membrane or tubular extrusions having an internal baffle system and secured in or over a joint by a metal locking rail.

F. Cellular Foam Seals: Extruded, compressible foam designed to function under compression.

G. Elastomeric Concrete: Modified epoxy or polyurethane extended into a prepackaged aggregate blend, specifically designed for bonding to concrete substrates.

H. Fire Barriers: Any material or material combination, when fire tested after cycling, designated to resist the passage of flame and hot gases through a movement joint and to meet performance criteria for required rating period.

I. Moisture Barrier: Flexible elastomeric material, PVC , minimum 30 mils thick, EPDM, minimum 45 mils thick or Santoprene.

J. Accessories: Manufacturer's standard anchors, clips, fasteners, set screws, spacers, and other accessories compatible with material in contact, as indicated or required for complete installations.

2.2 ARCHITECTURAL JOINT SYSTEMS, GENERAL

A. General: Provide architectural joint systems of design, basic profile, materials, and operation indicated. Provide units with capability to accommodate variations in adjacent surfaces.
   1. Furnish units in longest practicable lengths to minimize field splicing. Install with hairline mitered corners where joint changes direction or abuts other materials.
   2. Include factory-fabricated closure materials and transition pieces, tee-joints, corners, curbs, cross-connections, and other accessories as required to provide continuous joint systems.

B. Design architectural joint systems for the following size and movement characteristics:
   1. Nominal Joint Width: 1 inch.

2.3 ARCHITECTURAL JOINT SYSTEMS FOR BUILDING INTERIORS

A. Basis-of-Design Product: Subject to compliance with requirements, provide the products specified in individual subparagraphs below as basis-of-design products or a comparable product by one of the following:
   1. Architectural Art Mfg., Inc.
   2. Balco, Inc.
   3. Construction Specialties, Inc.
   4. JointMaster/InPro Corporation.
   5. Michael Rizza Company, LLC.
   6. MM Systems Corporation.
   7. Nystrom, Inc.
   8. Watson Bowman Acme Corp.
   9. Hydrozo/Jeene

B. Interior Floor Joint Systems:
   1. Basis-of-Design Product: Watson Bowman, Wabo Allure, AFJ-400, match existing.
   2. Basis-of-Design Product: Watson Bowman, URE Series, URE-20, match existing.
   3. Basis-of-Design Product: Watson Bowman, Aluminum Cover, FJC-30, match existing.
   4. Basis-of-Design Product: Watson Bowman, Neprene Sponge, RobSeal #300, match existing.

C. Interior Joint Systems:
   1. Basis-of-Design Product: WI, Watson Bowman, Seismic Wall System, SW-200.
   2. Basis-of-Design Product: W2, Hydrozo/Jeene, Structural Sealing Joint, Type 2W.

D. Interior Ceiling Joint Systems
   1. Basis-of-Design Product: C1 Watson Bowman, Ceiling Joint System, CESB 20, match existing.

2.4 ARCHITECTURAL JOINT SYSTEMS FOR BUILDING EXTERIORS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Basis-of-Design Product: Subject to compliance with requirements, provide the products specified in individual subparagraphs below as basis-of-design products or a comparable product by one of the following:
   1. Architectural Art Mfg., Inc.
   2. Balco, Inc.
   3. Capital Services.
   4. Construction Specialties, Inc.
   5. EMSEAL Joint Systems, Ltd.
   6. E-Poxy Engineered Materials, LLC.
   7. Erie Metal Specialties.
   8. JointMaster/InPro Corporation.
   9. LymTal International, Inc.
   10. Michael Rizza Company, LLC.
   11. MM Systems Corporation.
   12. Nystrom, Inc.
   13. R. J. Watson, Inc.
   14. Schul International, Inc.
   15. Stellar-Mark, Inc.

16. Thermal-Chem.
17. Tremco Sealant/Weatherproofing Division.
18. Watson Bowman Acme Corp.
19. Williams Products, Inc.

C. Architectural Joint Systems for Exterior Walls:
1. Basis-of-Design Product: EW1, Watson Bowman, SW series with moisture barrier, SW-200, match existing.
2. Fire-Resistance Rating: Provide joint system and fire-barrier assembly with a rating not less than that of adjacent construction.

2.5 ARCHITECTURAL JOINT SYSTEMS FOR EXTERIOR FLOORS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Basis-of-Design Product: Subject to compliance with requirements, provide the products specified in individual subparagraphs below as basis-of-design products or a comparable product by one of the following:
1. American Permaquik, Inc.
2. Architectural Art Mfg., Inc.
3. Balco, Inc.
4. Capital Services.
5. Construction Specialties, Inc.
6. D. S. Brown Company (The).
7. EMSEAL Joint Systems, Ltd.
8. E-Poxy Engineered Materials, LLC.
9. Erie Metal Specialties.
10. JointMaster/InPro Corporation.
11. Larsen Products Corp.
12. LymTal International, Inc.
13. Michael Rizza Company, LLC.
14. MM Systems Corporation.
15. Nystrom, Inc.
16. R. J. Watson, Inc.
17. Schul International, Inc.
18. Stellar-Mark, Inc.
19. Thermal-Chem.
20. Tremco Sealant/Weatherproofing Division.
21. Watson Bowman Acme Corp.
22. Williams Products, Inc.

C. Floor Joint Systems for Stadiums:
1. Basis-of-Design Product: Z, Watson Bowman, Wabocrete Membrane, ME-400, match existing.

2.6 FINISHES

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces where architectural joint systems will be installed for installation tolerances and other conditions affecting performance of work.
   1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Prepare substrates according to architectural joint system manufacturer's written instructions.
B. Repair concrete slabs and blockouts using manufacturer's recommended repair grout of compressive strength adequate for anticipated structural loadings.
C. Coordinate and furnish anchorages, setting drawings, and instructions for installing joint systems. Provide fasteners of metal, type, and size to suit type of construction indicated and to provide for secure attachment of joint systems.

3.3 INSTALLATION

A. Comply with manufacturer's written instructions for storing, handling, and installing architectural joint assemblies and materials unless more stringent requirements are indicated.
B. Metal Frames: Perform cutting, drilling, and fitting required to install joint systems.
   1. Install in true alignment and proper relationship to joints and adjoining finished surfaces measured from established lines and levels.
   2. Adjust for differences between actual structural gap and nominal design gap due to ambient temperature at time of installation. Notify Architect where discrepancies occur that will affect proper joint installation and performance.
   3. Cut and fit ends to accommodate thermal expansion and contraction of metal without buckling of frames.
   4. Locate in continuous contact with adjacent surfaces.
   5. Standard-Duty Systems: Shim to level where required. Support underside of frames continuously to prevent vertical deflection when in service.
   6. Heavy-Duty Systems: Repair or grout blockout as required for continuous frame support and to bring frame to proper level. Shimming is not allowed.
   7. Locate anchors at interval recommended by manufacturer, but not less than 3 inches (75 mm) from each end and not more than 24 inches (600 mm) o.c.
C. Seals in Metal Frames: Install elastomeric seals and membranes in frames to comply with manufacturer's written instructions. Install with minimum number of end joints.
   1. Provide in continuous lengths for straight sections.
   2. Seal transitions according to manufacturer's written instructions. Vulcanize or heat-weld field-spliced joints as recommended by manufacturer.
   3. Installation: Mechanically lock seals into frames or adhere to frames with adhesive or pressure-sensitive tape as recommended by manufacturer.
D. Compression Seals: Apply adhesive or lubricant adhesive as recommended by manufacturer to both before installing compression seals.

E. Foam Seals: Install with adhesive recommended by manufacturer.
F. Epoxy-Bonded Seals: Pressurize seal for time period and to pressure recommended by manufacturer. Do not overpressurize.
G. Terminate exposed ends of joint assemblies with field- or factory-fabricated termination devices.
H. Fire-Resistance-Rated Assemblies: Coordinate installation of architectural joint assembly materials and associated work so complete assemblies comply with assembly performance requirements.
    1. Fire Barriers: Install fire barriers to provide continuous, uninterrupted fire resistance throughout length of joint, including transitions and field splices.
I. Water Barrier: Provide water barrier at exterior joints and where called for on Drawings. Provide drainage fittings at a maximum of 50 feet or where indicated.

3.4 PROTECTION

A. Do not remove protective covering until finish work in adjacent areas is complete. When protective covering is removed, clean exposed metal surfaces to comply with manufacturer's written instructions.
B. Protect the installation from damage by work of other Sections. Where necessary due to heavy construction traffic, remove and properly store cover plates or seals and install temporary protection over joints. Reinstall cover plates or seals prior to Substantial Completion of the Work.

END OF SECTION

SECTION 06105

MISCELLANEOUS CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Wood blocking and nailers.
B. Wood furring and grounds.
C. Plywood.

1.3 RELATED SECTIONS

A. Division 6 Section "Sheathing."
B. Division 6 Section "Finish Carpentry" for nonstructural carpentry items exposed to view and not specified in another Section.

1.4 DEFINITIONS

A. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) or greater but less than 5 inches nominal (114 mm actual) in least dimension.
B. Lumber grading agencies, and the abbreviations used to reference them, include the following:
   1. NeLMA: Northeastern Lumber Manufacturers' Association.
   2. NHLA: National Hardwood Lumber Association.
   3. NLGA: National Lumber Grades Authority.
   4. SPIB: The Southern Pine Inspection Bureau.
   5. WCLIB: West Coast Lumber Inspection Bureau.
   6. WWPA: Western Wood Products Association.

1.5 SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
   1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
   2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
   3. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

4. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.
B. Deliver interior wood materials that are to be exposed to view only after building is enclosed and weatherproof, wet work other than painting is dry, and HVAC system is operating and maintaining temperature and humidity at occupancy levels.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
   1. Factory mark each piece of lumber with grade stamp of grading agency.
   2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
   3. Provide dressed lumber, S4S, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment by Pressure Process: AWPA C2, except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPA C31 with inorganic boron (SBX).
   1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
C. Application: Treat all miscellaneous carpentry, unless otherwise indicated.
   1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
   2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.

2.3 FIRE-RETARDANT-TREATED MATERIALS

A. General: Comply with performance requirements in AWPA C20 (lumber) and AWPA C27 (plywood).
   1. Use treatment that does not promote corrosion of metal fasteners.
   2. Use Exterior type for exterior locations and where indicated.
   3. Use Interior Type A, unless otherwise indicated.

B. Identify fire-retardant-treated wood with appropriate classification marking of testing and inspecting agency acceptable to authorities having jurisdiction.
   1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece.

C. Application: Treat items indicated on Drawings, and the following:
   1. Framing for raised platforms.
   2. Concealed blocking.
   3. Roof construction.
   4. Plywood backing panels.

2.4 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
   1. Blocking.
   2. Nailers.
   3. Furring.
   4. Grounds.

B. For items of dimension lumber size, provide Standard, Stud, or No. 3 grade lumber with 19 percent maximum moisture content of any species.

C. For concealed boards, provide lumber with 19 percent maximum moisture content and any of the following species and grades:
   1. Mixed southern pine, No. **3** grade; SPIB.
   2. Hem-fir or hem-fir (north), Standard or 3 Common grade; NLGA, WCLIB, or WWPA.
   3. Spruce-pine-fir (south) or spruce-pine-fir, Standard or 3 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
   4. Eastern softwoods, No. 3 Common grade; NELMA.
   5. Northern species, No. 3 Common grade; NLGA.
   6. Western woods, Standard or No. 3 Common grade; WCLIB or WWPA.

D. For blocking not used for attachment of other construction Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.

E. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

F. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.5 PLYWOOD BACKING PANELS

A. Telephone and Electrical Equipment Backing Panels: DOC PS 1, Exposure 1, C-D Plugged, fire-retardant treated, in thickness indicated or, if not indicated, not less than 1/2-inch nominal thickness.

2.6 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
   1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

B. Nails, Brads, and Staples: ASTM F 1667.

C. Power-Driven Fasteners: NES NER-272.
D. Wood Screws: ASME B18.6.1.
E. Screws for Fastening to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.
F. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).
G. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.
H. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
    1. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
B. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction," unless otherwise indicated.
C. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
    1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches (406 mm) o.c.
D. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:
E. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
F. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
    1. Use inorganic boron for items that are continuously protected from liquid water.
    2. Use copper naphthenate for items not continuously protected from liquid water.
G. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
    1. NES NER-272 for power-driven fasteners.
    2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
H. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish

materials. Make tight connections between members. Install fasteners without splitting wood; do not countersink nail heads, unless otherwise indicated.

3.2 WOOD GROUND, SLEEPER, BLOCKING, AND NAILER INSTALLATION

A. Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.
C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches (38 mm) wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.3 WOOD FURRING INSTALLATION

A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.
B. Furring to Receive Plywood or Hardboard Paneling: Install 1-by-3-inch nominal- (19-by-63-mm actual-) size furring vertically at 24 inches o.c.
C. Furring to Receive Gypsum Board: Install 1-by-2-inch nominal- (19-by-38-mm actual-) size furring vertically at 16 inches o.c.

END OF SECTION

SECTION 06160

SHEATHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Wall sheathing.
B. Building wrap.
C. Sheathing joint-and-penetration treatment.
D. Flexible flashing at openings in sheathing.

1.3 RELATED SECTION

A. Section 06160 - Miscellaneous Carpentry: Plywood backing panels.

1.4 SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
   1. For building wrap, include data on air-/moisture-infiltration protection based on testing according to referenced standards.
B. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
   1. Building wrap.

1.5 QUALITY ASSURANCE

A. Fire-Test-Response Characteristics: For assemblies with fire-resistance ratings, provide materials and construction identical to those of assemblies tested for fire resistance per ASTM E 119 by a testing and inspecting agency acceptable to authorities having jurisdiction.
   1. Fire-Resistance Ratings: Indicated by design designations from UL's "Fire Resistance Directory."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Stack plywood and other panels flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WALL SHEATHING

A. Glass-Mat Gypsum Wall Sheathing: ASTM C 1177/1177M.
   1. Product: Subject to compliance with requirements, provide "Dens-Glass Gold" by G-P Gypsum Corporation.
   2. Type and Thickness: Type X, 5/8 inch thick.
   3. Size: 48 by 96 inches for vertical installation.

2.2 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
B. Nails, Brads, and Staples: ASTM F 1667.
C. Power-Driven Fasteners: NES NER-272.
D. Screws for Fastening Gypsum Sheathing to Cold-Formed Metal Framing: Steel drill screws, in length recommended by sheathing manufacturer for thickness of sheathing board to be attached, with organic-polymer or other corrosion-protective coating having a salt-spray resistance of more than 800 hours according to ASTM B 117.
   1. For steel framing from 0.033 to 0.112 inch thick, attach sheathing to comply with ASTM C 954.

2.3 WEATHER-RESISTANT SHEATHING PAPER

A. Building Paper: ASTM D 226, Type 1 (No. 15 asphalt-saturated organic felt), unperforated.

2.4 MISCELLANEOUS MATERIALS

A. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, rubberized-asphalt compound, bonded to a high-density, cross-laminated polyethylene film to produce an overall thickness of not less than 0.030 inch.
   1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
      a. Carlisle Coatings & Waterproofing; CCW-705-TWF Thru-Wall Flashing.
      b. Grace Construction Products, a unit of W. R. Grace & Co. - Conn.; Vycor Plus Self-Adhered Flashing.
      c. MFM Building Products Corp.; Window Wrap.
      d. Polyguard Products, Inc.; Polyguard 300.
B. Primer for Flexible Flashing: Product recommended by manufacturer of flexible flashing for substrate.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction, unless otherwise indicated.
C. Securely attach to substrate by fastening as indicated, complying with the following:
   1. NES NER-272 for power-driven fasteners.
   2. Table 2304.9.1, "Fastening Schedule," in ICC's "International Building Code."
D. Coordinate wall sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
E. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.
F. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

3.2 GYPSUM SHEATHING INSTALLATION

A. Comply with GA-253 and with manufacturer's written instructions.
   1. Fasten gypsum sheathing to cold-formed metal framing with screws.
   2. Install boards with a 3/8-inch gap where non-load-bearing construction abuts structural elements.
   3. Install boards with a 1/4-inch gap where they abut masonry or similar materials that might retain moisture, to prevent wicking.
B. Apply fasteners so heads bear tightly against face of sheathing boards but do not cut into facing.
C. Vertical Installation: Install board vertical edges centered over studs. Abut ends and edges of each board with those of adjacent boards. Attach boards at perimeter and within field of board to each stud.
   1. Space fasteners approximately 8 inches o.c. and set back a minimum of 3/8 inch from edges and ends of boards.

3.3 WEATHER-RESISTANT SHEATHING-PAPER INSTALLATION

A. General: Cover sheathing with weather-resistant sheathing paper as follows:
   1. Cut back barrier 1/2 inch on each side of the break in supporting members at expansion- or control-joint locations.
   2. Apply barrier to cover vertical flashing with a minimum 4-inch overlap, unless otherwise indicated.
B. Building Paper: Apply horizontally with a 2-inch overlap and a 6-inch end lap; fasten to sheathing with galvanized staples or roofing nails.

3.4 FLEXIBLE FLASHING INSTALLATION

A. Apply flexible flashing where indicated to comply with manufacturers written instructions.
   1. Prime substrates as recommended by flashing manufacturer.
   2. Lap seams and junctures with other materials at least 4 inches, except that at flashing flanges of other construction, laps need not exceed flange width.
   3. Lap flashing over weather-resistant building paper at bottom and sides of openings.

4. Lap weather-resistant building paper over flashing at heads of openings.
5. After flashing has been applied, roll surfaces with a hard rubber or metal roller to ensure that flashing is completely adhered to substrates.

END OF SECTION

SECTION 07190

WATER REPELLENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. This Section includes clear water-repellent coatings and anti-graffiti coatings for the following vertical and horizontal surfaces:
   1. Cast stone.
   2. Brick masonry.
   3. Concrete unit masonry (unpainted and unglazed).

1.3 RELATED SECTIONS

A. Division 4 Section "Unit Masonry Assemblies" for integral water-repellent admixture for unit masonry assemblies.
B. Division 7 Section "Joint Sealants."

1.4 PERFORMANCE REQUIREMENTS

A. Provide water repellents that comply with the following properties based on manufacturer's standard products applied to substrates simulating those on Project using same application methods to be used for Project.
B. Absorption: Minimum 90 percent reduction of absorption after 24 hours in comparison of treated and untreated specimens.
   1. Brick: ASTM C 67.
   2. Stone: ASTM C 97.
   3. Concrete Unit Masonry: ASTM C 140.
   4. Hardened Concrete: ASTM C 642.
C. Water-Vapor Transmission: Maximum 10 percent reduction in rate of vapor transmission in comparison of treated and untreated specimens, per ASTM E 96.
D. Permeability: Minimum 80 percent water-vapor transmission in comparison of treated and untreated specimens, per ASTM D 1653.
E. Water Penetration and Leakage through Masonry: Maximum 90 percent reduction in leakage rate in comparison of treated and untreated specimens, per ASTM E 514.
F. Durability: Maximum 5 percent loss of water repellency after 2500 hours of weathering in comparison to specimens before weathering, per ASTM G 154.

1.5 SUBMITTALS

A. Product Data: Include manufacturer’s specifications, surface preparation and application instructions, recommendations for water repellents and anti-graffiti coatings for each surface to be treated and protection and cleaning instructions. Include data substantiating

that materials are recommended by manufacturer for applications indicated and comply with requirements.
1. Include manufacturer's printed statement of VOC content.
2. Include manufacturer's standard colors.

B. Applicator Certificates: Signed by manufacturers certifying that the applicator complies with requirements.

C. Material Test Reports: Indicate and interpret test results for compliance of water repellents and anti graffiti with requirements indicated.

1.6 QUALITY ASSURANCE

A. Applicator Qualifications: Engage an experienced applicator who employs persons trained and approved by water repellent manufacturer for application of manufacturer’s products.

B. Regulatory Requirements: Comply with applicable rules of pollution control regulatory agency having jurisdiction in project locate regarding voc’s and use of hydrocarlon solvents.

C. Test Application: Apply a finish sample for each type of water repellent and substrate required. Duplicate finish of approved sample.
1. Locate each test application as directed by Architect.
2. Size: 25 sq. ft.
3. Final approval by Architect of water-repellent application will be from test applications.

D. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

1.7 PROJECT CONDITIONS

A. Limitations: Proceed with application only when the following existing and forecasted weather and substrate conditions permit water repellents to be applied according to manufacturers' written instructions and warranty requirements:
1. Ambient temperature is above 40 deg F (4.4 deg C).
2. Concrete surfaces and mortar have cured for more than 28 days.
3. Concrete or brick masonry walls are not treated prior to 30 days after building close-in.
4. Rain or snow is not predicted within 24 hours.
5. Application proceeds more than 24 hours after surfaces have been wet.
6. Substrate is not frozen, or surface temperature is above 40 deg F (4.4 deg C).
7. Windy conditions do not exist that may cause water repellent to be blown onto vegetation or surfaces not intended to be treated.

1.8 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer and Applicator agree(s) to repair or replace materials that fail to maintain water repellency specified in Part 1 "Performance Requirements" Article within specified warranty period.
1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

2.2 PENETRATING WATER REPELLENTS

A. Siloxane, Penetrating Water Repellent: Clear, oligomerous alkylalkoxysiloxanes containing 10 percent or more solids; with alcohol, ethanol, mineral spirits, water, or other proprietary solvent carrier; and with 3.3 lb/gal. (400 g/L) or less of VOCs.
   1. Products:
      a. Hydrozo, a division of ChemRex; Enviroseal 40.
      b. ProSoCo, Inc.; Siloxane WB Concentrate.

2.3 ANTI-GRAFFITI COATINGS

A. Anti-Graffiti Coating: Water based silicone elastomer with 1.6 16/gal (200g/L) VOC's or less.
   1. Products:
      a. ProSco, Inc.; Graffiti Control WB.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean substrate of substances that might interfere with penetration or performance of water repellents. Test for moisture content, according to water-repellent manufacturer's written instructions, to ensure that surface is dry enough.
   1. Cast-in-Place Concrete: Remove oil, curing compounds, laitance, and other substances that could prevent adhesion or penetration of water repellents.
   2. Clay Brick Masonry: Clean clay brick masonry per ASTM D 5703.

B. Test for pH level, according to water-repellent manufacturer's written instructions, to ensure chemical bond to silicate minerals.

C. Protect adjoining work, including sealant bond surfaces, from spillage or blow-over of water repellent. Cover adjoining and nearby surfaces of aluminum and glass if there is the possibility of water repellent being deposited on surfaces. Cover live plants and grass.

D. Coordination with Sealants: Do not apply water repellent until sealants for joints adjacent to surfaces receiving water-repellent treatment have been installed and cured.
   1. Water-repellent work may precede sealant application only if sealant adhesion and compatibility have been tested and verified using substrate, water repellent, and sealant materials identical to those used in the work.

E. Test Application: Before performing water repellent work, including bulk purchase and delivery of products, prepare a small application inan unobtrusive location and in a manner approved by Architect to demonstrate the final effect (visual, physical and chemical) of planned application. Placed with work only after Architect approves test application or as otherwise directed.
   1. Revisions of planned application, if any, as requested by Architect, will be by Change Order if they constitute a departure from the requirement of the Contract Documents of the time of contracting.

3.2 APPLICATION

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect the substrate before application of water repellent and to instruct Applicator on the product and application method to be used.

B. Apply a heavy-saturation spray coating of water repellent on surfaces indicated for treatment using low-pressure spray equipment. Comply with manufacturer's written instructions for using airless spraying procedure, unless otherwise indicated.

C. Apply a second saturation spray coating, repeating first application. Comply with manufacturer's written instructions for limitations on drying time between coats and after rainstorm wetting of surfaces between coats. Consult manufacturer's technical representative if written instructions are not applicable to Project conditions.

3.3 CLEANING

A. Immediately clean water repellent from adjoining surfaces and surfaces soiled or damaged by water-repellent application as work progresses. Repair damage caused by water-repellent application. Comply with manufacturer's written cleaning instructions.

END OF SECTION

SECTION 07210

BUILDING INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Concealed building insulation.
B. Exposed building insulation.
C. Safing insulation.

1.3 RELATED SECTIONS

A. Division 4 Section "Unit Masonry Assemblies" for insulation installed in cavity walls and masonry cells.
B. Division 5 Section “Cold Formed Metal Framing” for insulation installed in exterior metal framed wall systems.
C. Division 7 Section “SBS-Modified Bituminous Membrane Roofing" for insulation specified as part of roofing construction.
D. Division 9 Section "Gypsum Board Assemblies" for installation in metal-framed assemblies of insulation specified by referencing this Section.
E. Division 15 Section "Mechanical Insulation."

1.4 DEFINITIONS

A. Mineral-Fiber Insulation: Insulation composed of rock-wool fibers, slag-wool fibers, or glass fibers; produced in boards and blanket with latter formed into batts (flat-cut lengths) or rolls.

1.5 SUBMITTALS

A. Product Data: For each type of product indicated.
B. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency for insulation products.
C. Research/Evaluation Reports: For foam-plastic insulation.

1.6 QUALITY ASSURANCE

A. Source Limitations: Obtain each type of building insulation through one source from a single manufacturer.
B. Fire-Test-Response Characteristics: Provide insulation and related materials with the fire-test-response characteristics indicated, as determined by testing identical products per test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.
   1. Surface-Burning Characteristics: ASTM E 84.

2. Fire-Resistance Ratings: ASTM E 119.
3. Combustion Characteristics: ASTM E 136.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect insulation materials from physical damage and from deterioration by moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.
B. Protect plastic insulation as follows:
1. Do not expose to sunlight, except to extent necessary for period of installation and concealment.
2. Protect against ignition at all times. Do not deliver plastic insulating materials to Project site before installation time.
3. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

2.2 FOAM-PLASTIC BOARD INSULATION

A. Extruded-Polystyrene Board Insulation: ASTM C 578, of type and density indicated below, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively:
1. Available Manufacturers:
a. DiversiFoam Products.
b. Dow Chemical Company.
c. Owens Corning.
d. Pactiv Building Products Division.

2.3 SLAG-WOOL-FIBER/ROCK-WOOL-FIBER BOARD INSULATION (SAFING INSULATION)

A. Available Manufacturers:
1. Fibrex Insulations Inc.
2. Owens Corning.
3. Thermafiber.
B. Foil-Faced, Slag-Wool-Fiber/Rock-Wool-Fiber Board Insulation: ASTM C 612; faced on 1 side with foil-scrim or foil-scrim-polyethylene vapor retarder; with maximum flame-spread and smoke-developed indexes of 25 and 5, respectively; and of the following nominal density and thermal resistivity:
1. Nominal density of 4 lb/cu. ft. (64 kg/cu. m), Types IA and IB, thermal resistivity of 4 deg F x h x sq. ft./Btu x in. at 75 deg F (27.7 K x m/W at 24 deg C).

2.4 GLASS-FIBER BLANKET INSULATION

A. Available Manufacturers:
1. CertainTeed Corporation.
2. Guardian Fiberglass, Inc.
3. Johns Manville.
4. Knauf Fiber Glass.
5. Owens Corning.

B. Faced, Glass-Fiber Blanket Insulation: ASTM C 665, Type III (blankets with reflective membrane facing), Class A (membrane-faced surface with a flame-spread index of 25 or less); Category 1 (membrane is a vapor barrier), faced with foil-scrim-kraft, foil-scrim, or foil-scrim-polyethylene] [polypropylene-scrim-kraft vapor-retarder membrane on 1 face.

C. Where glass-fiber blanket insulation is indicated by the following thicknesses, provide blankets in batt or roll form with thermal resistances indicated:
1. 3-1/2 inches thick with a thermal resistance of 13 deg F x h x sq. ft./Btu at 75 deg F (2.3 K x sq. m/W at 24 deg C).
2. 3-5/8 inches (92 mm) thick with a thermal resistance of 11 deg F x h x sq. ft./Btu at 75 deg F (1.9 K x sq. m/W at 24 deg C).
3. 5-1/2 inches thick with a thermal resistance of 19 deg F x h x sq. ft./Btu at 75 deg F (3.3 K x sq. m/W at 24 deg C).
4. 6-1/2 inches thick with a thermal resistance of 21 deg F x h x sq. ft./Btu at 75 deg F (3.7 K x sq. m/W at 24 deg C).

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements of Sections in which substrates and related work are specified and for other conditions affecting performance.
1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean substrates of substances harmful to insulation or vapor retarders, including removing projections capable of puncturing vapor retarders or of interfering with insulation attachment.

3.3 INSTALLATION, GENERAL

A. Comply with insulation manufacturer's written instructions applicable to products and application indicated.

B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed at any time to ice, rain, and snow.

C. Extend insulation in thickness indicated to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.

D. For preformed insulating units, provide sizes to fit applications indicated and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units to produce thickness indicated unless multiple layers are otherwise shown or required to make up total thickness.

3.4 INSTALLATION OF CAVITY-WALL INSULATION

A. On units of foam-plastic board insulation, install pads of adhesive spaced approximately 24 inches (610 mm) o.c. both ways on inside face, and as recommended by manufacturer. Fit courses of insulation between wall ties and other obstructions, with edges butted tightly in both directions. Press units firmly against inside substrates indicated.

1. Supplement adhesive attachment of insulation by securing boards with two-piece wall ties designed for this purpose and specified in Division 4 Section "Unit Masonry Assemblies."

3.5 INSTALLATION OF GENERAL BUILDING INSULATION

A. Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.

B. Seal joints between foam-plastic insulation units by applying adhesive, mastic, or sealant to edges of each unit to form a tight seal as units are shoved into place. Fill voids in completed installation with adhesive, mastic, or sealant as recommended by insulation manufacturer.

C. Set vapor-retarder-faced units with vapor retarder to warm-in-winter side of construction, unless otherwise indicated.

1. Tape joints and ruptures in vapor retarder, and seal each continuous area of insulation to surrounding construction to ensure airtight installation.

D. Install mineral-fiber insulation in cavities formed by framing members according to the following requirements:

1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill cavity, provide lengths that will produce a snug fit between ends.
2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
3. For metal-framed wall cavities where cavity heights exceed 96 inches (2438 mm), support unfaced blankets mechanically and support faced blankets by taping flanges of insulation to flanges of metal studs.

3.6 PROTECTION

A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION

SECTION 07552

SBS-MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. SBS-modified bituminous membrane roofing.
B. Vapor retarder.
C. Roof insulation.

1.3 RELATED SECTIONS

A. Division 6 Section "Miscellaneous Carpentry" for wood nailers, and blocking.
B. Division 7 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings, flashings, and counterflashings.
C. Division 7 Section "Roof Accessories."
D. Division 7 Section “Joint Sealants”.
E. Division 15 Section "Plumbing Specialties" for roof drains.

1.4 DEFINITIONS

A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.
B. Hot Roofing Asphalt: Roofing asphalt heated to its equiviscous temperature, the temperature at which its viscosity is 125 centipoise for mop-applied roofing asphalt and 75 centipoise for mechanical spreader-applied roofing asphalt, within a range of plus or minus 25 deg F (14 deg C), measured at the mop cart or mechanical spreader immediately before application.

1.5 PERFORMANCE REQUIREMENTS

A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
C. FMG Listing: Provide roofing membrane, base flashings, and component materials that comply with requirements in FMG 4450 and FMG 4470 as part of a roofing system and that are listed in FMG's "Approval Guide" for Class 1 or noncombustible construction, as applicable. Identify materials with FMG markings.
    1. Fire/Windstorm Classification: Class 1A-90.
    2. Hail Resistance: SH.

1.6 SUBMITTALS

A. Product Data: For each type of product indicated.
B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other Work.
   1. Base flashings, cants, and membrane terminations.
   2. Tapered insulation, including slopes.
   3. Crickets, saddles, and tapered edge strips, including slopes.
   4. Insulation fastening patterns.
C. Samples for Verification: For the following products:
   1. 12-by-12-inch square of mineral-granule-surfaced roofing membrane cap sheet, of color specified.
   2. 12-by-12-inch square of roof insulation.
   3. 12-by-12-inch square of walkway pad or walkway cap sheet.
   4. Six insulation fasteners of each type, length, and finish.
D. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
E. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
   1. Submit evidence of meeting performance requirements.
F. Qualification Data: For Installer and manufacturer.
G. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing system.
H. Research/Evaluation Reports: For components of roofing system.
I. Maintenance Data: For roofing system to include in maintenance manuals.
J. Warranties: Special warranties specified in this Section.
K. Inspection Report: Copy of roofing system manufacturer's inspection report of completed roofing installation.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty.
B. Manufacturer Qualifications: A qualified manufacturer that has FMG approval for roofing system identical to that used for this Project.
C. Source Limitations: Obtain components for roofing system from or approved by roofing system manufacturer.
D. Fire-Test-Response Characteristics: Provide roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG, or another testing and inspecting agency acceptable to authorities having jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
   1. Exterior Fire-Test Exposure: Class A; ASTM E 108, for application and roof slopes indicated.
   2. Fire-Resistance Ratings: ASTM E 119, for fire-resistance-rated roof assemblies of which roofing system is a part.

E. Preliminary Roofing Conference: Before starting roof deck construction, conduct conference at Project site. Comply with requirements for preinstallation conferences in Division 1 Section "Project Management and Coordination." Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following:
   1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
   2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
   3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
   4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
   5. Review structural loading limitations of roof deck during and after roofing.
   6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
   7. Review governing regulations and requirements for insurance and certificates if applicable.
   8. Review temporary protection requirements for roofing system during and after installation.
   9. Review roof observation and repair procedures after roofing installation.

F. Preinstallation Conference: Conduct conference at Project site. Comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to roofing system.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storage.

B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
   1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.

C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.9 PROJECT CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.10 WARRANTY

A. Special Warranty: Manufacturer's standard form, without monetary limitation, in which manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks. Warranty shall include a 72 MPH wind warranty. Warranty shall be signed by roofing system manufacturer agreeing to promptly repair leaks on roof membrane and leak flashing resulting from defects in materials or workmanship.
   1. Special warranty includes roofing membrane, base flashings, roofing membrane accessories, roof insulation, fasteners, walkway products and other components of roofing system.
   2. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. SBS-Modified Bituminous Membrane Roofing:
      a. Firestone Building Products Company.
      b. GAF Materials Corporation.
      c. Johns Manville International, Inc.
      d. Siplast, Inc.
      e. TAMKO Roofing Products, Inc.
      f. Tremco, Inc.
      g. U.S. Intec, Inc.

B. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:
   1. Products: Subject to compliance with requirements, provide one of the products specified.

2.2 SBS-MODIFIED ASPHALT-SHEET MATERIALS

A. Roofing Membrane Sheet: ASTM D 6162, Grade S, Type I or II, composite polyester- and glass-fiber-reinforced, SBS-modified asphalt sheet; smooth surfaced; suitable for application method specified.

B. Roofing Membrane Cap Sheet: ASTM D 6162, Grade G, II, composite polyester- and glass-fiber-reinforced, SBS-modified asphalt sheet; granular surfaced; suitable for application method specified, and as follows:
   1. Granule Color: Gray.

2.3 BASE-SHEET MATERIALS

A. Base Sheet: ASTM D 4601, Type II, SBS-modified asphalt-impregnated and -coated sheet, with glass-fiber-reinforcing mat, dusted with fine mineral surfacing on both sides.
   1. Weight: 50 lb/100 sq. ft. (2.4 kg/sq. m), minimum.

2.4 AUXILIARY ROOFING MEMBRANE MATERIALS

A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing membrane.
B. Asphalt Primer: ASTM D 41.
C. Roofing Asphalt: ASTM D 312, Type III or IV as recommended by roofing system manufacturer for application.
D. Cold-Applied Adhesive: Roofing system manufacturer's standard asphalt-based, one- or two-part, asbestos-free, cold-applied adhesive specially formulated for compatibility and use with roofing membrane and base flashings.
E. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing system manufacturer for application.
F. Mastic Sealant: Polyisobutylene, plain or modified bitumen, nonhardening, nonmigrating, nonskinning, and nondrying.
G. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roofing membrane components to substrate, tested by manufacturer for required pullout strength, and acceptable to roofing system manufacturer.
H. Metal Flashing Sheet: Metal flashing sheet is specified in Division 7 Section "Sheet Metal Flashing and Trim."
I. Roofing Granules: Ceramic-coated roofing granules, No. 11 screen size with 100 percent passing No. 8 (2.36-mm) sieve and 98 percent of mass retained on No. 40 (0.425-mm) sieve, color to match roofing membrane.
J. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer.

2.5 ROOF INSULATION

A. General: Provide preformed roof insulation boards that comply with requirements and referenced standards, selected from manufacturer's standard sizes and of thicknesses indicated.
B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, felt or glass-fiber mat facer on both major surfaces.
    1. Available Manufacturers:
        a. Celotex Corporation.
        b. Firestone Building Products Company.
        c. GAF Materials Corporation.
        d. Johns Manville International, Inc.
C. Tapered Insulation: Provide factory-tapered insulation boards fabricated to slope of 1/4 inch per 12 inches (1:48), unless otherwise indicated.
D. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

2.6 INSULATION ACCESSORIES

A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.
B. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.

C. Cold Fluid-Applied Adhesive: Manufacturer's standard cold fluid-applied adhesive formulated to adhere roof insulation to substrate.
D. Wood Nailer Strips: Comply with requirements in Division 6 Section "Miscellaneous Carpentry."
E. Tapered Edge Strips: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.
F. Cover Board: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board, 1/2 inch (13 mm) thick.
G. Substrate Joint Tape: 6- or 8-inch- (150- or 200-mm-) wide, coated, glass-fiber joint tape.

2.7 WALKWAYS

A. Walkway Pads: Mineral-granule-surfaced, reinforced asphaltic composition, slip-resisting pads, manufactured as a traffic pad for foot traffic and acceptable to roofing system manufacturer, 3/4 inch thick, minimum.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
1. Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.
2. Verify that wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
3. Verify that surface plane flatness and fastening of steel roof deck complies with requirements in Division 5 Section "Steel Deck."
4. Verify that deck is securely fastened with no projecting fasteners and with no adjacent units in excess of 1/16 inch (1.6 mm) out of plane relative to adjoining deck.
5. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

3.3 VAPOR-RETARDER INSTALLATION

A. Install 2 glass-fiber felt plies lapping each sheet 19 inches (483 mm) over preceding sheet. Embed each sheet in a solid mopping of hot roofing asphalt. Glaze-coat completed surface with hot roofing asphalt. Apply hot roofing asphalt at a rate of 20 lb/100 sq. ft. (1 kg/sq. m), plus or minus 25 percent.
B. Completely seal vapor retarder at terminations, obstructions, and penetrations to prevent air movement into roofing system.

3.4 INSULATION INSTALLATION

A. Comply with roofing system manufacturer's written instructions for installing roof insulation.
B. Install one lapped base sheet course and mechanically fasten to substrate according to roofing system manufacturer's written instructions.
C. Install tapered insulation under area of roofing to conform to slopes indicated.
D. Install one or more layers of insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2 inches or greater, install 2 or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches in each direction.
E. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
F. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.
G. Mechanically Fastened Insulation: Install each layer of insulation and secure to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.
    1. Fasten insulation according to requirements in FMG's "Approval Guide" for specified Windstorm Resistance Classification.
    2. Fasten insulation to resist uplift pressure at corners, perimeter, and field of roof.
H. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Stagger joints from joints in insulation below a minimum of 6 inches (150 mm) in each direction. Loosely butt cover boards together and fasten to roof deck. Tape joints if required by roofing system manufacturer.
    1. Fasten according to requirements in FMG's "Approval Guide" for specified Windstorm Resistance Classification.
    2. Fasten to resist uplift pressure at corners, perimeter, and field of roof.
    3. Apply hot roofing asphalt to underside and immediately bond cover board to substrate.

3.5 ROOFING MEMBRANE INSTALLATION, GENERAL

A. Install roofing membrane system according to roofing system manufacturer's written instructions and applicable recommendations of ARMA/NRCA's "Quality Control Guidelines for the Application of Polymer Modified Bitumen Roofing."
B. Coordinate installing roofing system so insulation and other components of the roofing membrane system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
    1. Provide tie-offs at end of each day's work to cover exposed roofing membrane sheets and insulation with a course of coated felt set in roofing cement or hot roofing asphalt with joints and edges sealed.
    2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
    3. Remove and discard temporary seals before beginning work on adjoining roofing.
C. Asphalt Heating: Do not raise roofing asphalt temperature above equiviscous temperature range more than one hour before time of application. Do not exceed roofing asphalt manufacturer's recommended temperature limits during roofing asphalt heating. Do not heat roofing asphalt within 25 deg F (14 deg C) of flash point. Discard roofing asphalt maintained at a temperature exceeding finished blowing temperature for more than 4 hours.

D. Asphalt Heating: Heat and apply SEBS-modified roofing asphalt according to roofing system manufacturer's written instructions.
E. Substrate-Joint Penetrations: Prevent roofing asphalt from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

3.6 SBS-MODIFIED BITUMINOUS MEMBRANE INSTALLATION

A. Install modified bituminous roofing membrane sheet and cap sheet according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants, installing as follows:
   1. Adhere to substrate in a solid mopping of hot roofing asphalt applied at not less than 425 deg F (218 deg C).
   2. Adhere to substrate in cold-applied adhesive.
   3. Unroll roofing membrane sheets and allow them to relax for minimum time period required by manufacturer.
B. Laps: Accurately align roofing membrane sheets, without stretching, and maintain uniform side and end laps. Stagger end laps. Completely bond and seal laps, leaving no voids.
   1. Repair tears and voids in laps and lapped seams not completely sealed.
   2. Apply roofing granules to cover exuded bead at laps while bead is hot.
C. Install roofing membrane sheets so side and end laps shed water.

3.7 FLASHING AND STRIPPING INSTALLATION

A. Install base flashing over cant strips and other sloping and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to roofing system manufacturer's written instructions and as follows:
   1. Prime substrates with asphalt primer if required by roofing system manufacturer.
   2. Backer Sheet Application: Mechanically fasten backer sheet to walls or parapets. Adhere backer sheet over roofing membrane at cants in a solid mopping of hot roofing asphalt or cold-applied adhesive.
   3. Backer Sheet Application: Install backer sheet and adhere to substrate in a solid mopping of hot roofing asphalt.
   4. Backer Sheet Application: Install backer sheet and adhere to substrate in cold-applied adhesive at rate required by roofing system manufacturer.
   5. Flashing Sheet Application: Adhere flashing sheet to substrate in a solid mopping of hot roofing asphalt applied at not less than 425 deg F (218 deg C). Apply hot roofing asphalt to back of flashing sheet if recommended by roofing system manufacturer.
   6. Flashing Sheet Application: Adhere flashing sheet to substrate in cold-applied adhesive at rate required by roofing system manufacturer.
B. Extend base flashing up walls or parapets a minimum of 8 inches (200 mm) above roofing membrane and 4 inches (100 mm) onto field of roofing membrane.
C. Mechanically fasten top of base flashing securely at terminations and perimeter of roofing.
   1. Seal top termination of base flashing with a strip of glass-fiber fabric set in asphalt roofing cement.
D. Install roofing membrane cap-sheet stripping where metal flanges and edgings are set on membrane roofing according to roofing system manufacturer's written instructions.

E. Roof Drains: Set 30-by-30-inch metal flashing in bed of asphalt roofing cement on completed roofing membrane. Cover metal flashing with roofing membrane cap-sheet stripping and extend a minimum of 6 inches beyond edge of metal flashing onto field of roofing membrane. Clamp roofing membrane, metal flashing, and stripping into roof-drain clamping ring.
   1. Install stripping according to roofing system manufacturer's written instructions.

3.8 WALKWAY INSTALLATION

A. Walkway Pads: Install walkway pads using units of size indicated or, if not indicated, of manufacturer's standard size according to walkway pad manufacturer's written instructions.
   1. Set walkway pads in cold-applied adhesive.
   2. Set walkway pads in additional pour coat of hot roofing asphalt after aggregate surfacing of modified bituminous roofing membrane.

3.9 FIELD QUALITY CONTROL

A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to Architect.
   1. Notify Architect or Owner 48 hours in advance of date and time of inspection.
B. Repair or remove and replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.

3.10 PROTECTING AND CLEANING

A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION

SECTION 07620

SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. This Section includes the following sheet metal flashing and trim:
   1. Formed roof drainage system.
   2. Formed low-slope roof flashing and trim.
   3. Formed wall flashing and trim.

1.3 RELATED SECTIONS

A. Division 3 Section "Cast-in-Place Concrete" for installing reglets.
B. Division 4 Section "Unit Masonry Assemblies" for through-wall flashing, reglets, and other sheet metal flashing and trim.
C. Division 5 Section "Architectural Joint Systems" for manufactured expansion-joint covers.
D. Division 6 Section "Miscellaneous Carpentry" for wood nailers, curbs, and blocking.
E. Division 7 Section "Metal Roof Panels" for factory-formed metal roof panels and flashing and trim not part of sheet metal flashing and trim.
F. Division 7 Section "Metal Wall Panels" for factory-formed metal wall panels and flashing and trim not part of sheet metal flashing and trim.
G. Division 7 Section "Modified Bitumen Membrane Roofing" for installing sheet metal flashing and trim integral with roofing membrane.
H. Division 7 Section "Roof Accessories" for set-on-type curbs, equipment supports, roof hatches, vents, and other manufactured roof accessory units.
I. Division 7 Section "Joint Sealants" for field-applied sheet metal flashing and trim sealants.

1.4 PERFORMANCE REQUIREMENTS

A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing, rattling, leaking, and fastener disengagement.
B. Fabricate and install roof edge flashing and copings capable of resisting the following forces according to recommendations in FMG Loss Prevention Data Sheet 1-49:
   1. Wind Zone 1: For velocity pressures of 21 to 30 lbf/sq. ft. (1.00 to 1.44 kPa): 60-lbf/sq. ft. (2.87-kPa) perimeter uplift force, 90-lbf/sq. ft. (4.31-kPa) corner uplift force, and 30-lbf/sq. ft. (1.44-kPa) outward force.

C. Thermal Movements: Provide sheet metal flashing and trim that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of sheet metal and trim thermal movements. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
   1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

D. Water Infiltration: Provide sheet metal flashing and trim that do not allow water infiltration to building interior.

1.5 SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: Show layouts of sheet metal flashing and trim, including plans and elevations. Distinguish between shop- and field-assembled work. Include the following:
   1. Identify material, thickness, weight, and finish for each item and location in Project.
   2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
   3. Details for fastening, joining, supporting, and anchoring sheet metal flashing and trim, including fasteners, clips, cleats, and attachments to adjoining work.
   4. Details of expansion-joint covers.

C. Samples for Initial Selection: For each type of sheet metal flashing and trim indicated with factory-applied color finishes.
   1. Include similar Samples of trim and accessories involving color selection.

D. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below:
   1. Sheet Metal Flashing: 12 inches long.
   2. Trim: 12 inches (300 mm) long.

1.6 QUALITY ASSURANCE

A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual." Match existing dimensions and profiles shown unless more stringent requirements are indicated.

B. Mockups: Build mockups to demonstrate aesthetic effects and set quality standards for fabrication and installation.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver sheet metal flashing materials and fabrications undamaged. Protect sheet metal flashing and trim materials and fabrications during transportation and handling.

B. Unload, store, and install sheet metal flashing materials and fabrications in a manner to prevent bending, warping, twisting, and surface damage.

C. Stack materials on platforms or pallets, covered with suitable weathertight and ventilated covering. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.

1.8 COORDINATION

A. Coordinate installation of sheet metal flashing and trim with interfacing and adjoining construction to provide a leakproof, secure, and noncorrosive installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
   1. Products: Subject to compliance with requirements, provide one of the products specified.

2.2 SHEET METALS

A. Aluminum Sheet: ASTM B 209 (ASTM B 209M), Alloy 3003, 3004, 3105, or 5005, Temper suitable for forming and structural performance required, but not less than H14, finished as follows:
   1. High-Performance Organic Finish: AA-C12C42R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: acid-chromate-fluoride-phosphate conversion coating; Organic Coating: as specified below). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
      a. Fluoropolymer 2-Coat System: Manufacturer's standard 2-coat, thermocured system consisting of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 2605.
         1) Color: Match existing.

B. Prepainted, Metallic-Coated Steel Sheet: Steel sheet metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
   1. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coating designation; structural quality.
   2. Exposed Finishes: Apply the following coil coating:
      a. High-Performance Organic Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
         1) Fluoropolymer 2-Coat System: Manufacturer's standard 2-coat, thermocured system consisting of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with physical properties and coating performance requirements of AAMA 2605, except as modified below:
            (a) Humidity Resistance: 2000 hours.
            (b) Salt-Spray Resistance: 2000 hours.
         2) Color: Match existing.

2.3 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation.

2.4 FABRICATION, GENERAL

A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated. Shop fabricate items where practicable. Obtain field measurements for accurate fit before shop fabrication.

B. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.

C. Fabricate sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
   1. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
   2. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.

D. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA recommendations.

E. Expansion Provisions: Where lapped or bayonet-type expansion provisions in the Work cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with elastomeric sealant concealed within joints.

F. Conceal fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and trim, unless otherwise indicated.

G. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
   1. Thickness: As recommended by SMACNA's "Architectural Sheet Metal Manual" and FMG Loss Prevention Data Sheet 1-49 for application but not less than thickness of metal being secured.

2.5 ROOF DRAINAGE SHEET METAL FABRICATIONS

A. Hanging Gutters: Fabricate to cross section indicated, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch- (2400-mm-) long sections. Furnish flat-stock gutter spacers and gutter brackets fabricated from same metal as gutters, of size recommended by SMACNA but not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers**,** and gutter accessories from same metal as gutters.
   1. Gutter Style: Match existing.
   2. Expansion Joints: Lap type.
   3. Accessories: Continuous removable leaf screen with sheet metal frame and hardware cloth screen.
   4. Gutters with Girth to 20 Inches (410 to 510 mm): Fabricate from the following material:
      a. Prepainted, Metallic-Coated Steel: 0.0276 inch thick.

B. Downspouts: Fabricate downspouts complete with mitered elbows. Furnish with metal hangers, from same material as downspouts, and anchors. Match existing profile.
   1. Manufactured Hanger Style: Match existing.
   2. Fabricate downspouts from the following material:
      a. Prepainted, Metallic-Coated Steel: 0.0217 inch thick.

C. Conductor Heads: Fabricate conductor heads with flanged back and stiffened top edge and of dimensions and shape indicated complete with outlet tubes and built-in overflows.
   1. Fabricate conductor heads from the following material:
      a. Prepainted, Metallic-Coated Steel: 0.0276 inch thick.

2.6 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

A. Roof Edge Flashing (Gravel Stop) and Fascia Caps: Fabricate in minimum 96-inch long, but not exceeding 10-foot- (3-m-) long, sections. Furnish with 6-inch wide joint cover plates.
   1. Joint Style: Match existing.
   2. Fabricate scuppers from the following material:
      a. Prepainted, Metallic-Coated Steel: 0.0276 inch thick.

B. Copings: Fabricate in minimum 96-inch long, but not exceeding 10-foot long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and interior leg. Miter corners, seal, and solder or weld watertight.
   1. Joint Style: Match existing
   2. Fabricate copings from the following material:
      a. Prepainted, Metallic-Coated Steel: 0.0396 inch thick.

C. Roof-Penetration Flashing: Fabricate from the following material:
   1. Prepainted, Metallic-Coated Steel: 0.0276 inch thick.

D. Splash Pans: Fabricate from the following material:
   1. Stainless Steel: 0.0187 inch thick.

E. Roof-Drain Flashing: Fabricate from the following material:
   1. Stainless Steel: 0.0156 inch thick.

2.7 FINISHES

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of work.
   1. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
   2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
   1. Torch cutting of sheet metal flashing and trim is not permitted.

B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by fabricator or manufacturers of dissimilar metals.
   1. Coat side of uncoated aluminum and stainless-steel sheet metal flashing and trim with bituminous coating where flashing and trim will contact wood, ferrous metal, or cementitious construction.
   2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet or install a course of polyethylene underlayment.
   3. Bed flanges in thick coat of asphalt roofing cement where required for waterproof performance.

C. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.

D. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and elastomeric sealant.

E. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
   1. Space cleats not more than 12 inches apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.

F. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with elastomeric sealant concealed within joints.

G. Fasteners: Use fasteners of sizes that will penetrate substrate not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
   1. Galvanized or Prepainted, Metallic-Coated Steel: Use stainless-steel fasteners.
   2. Aluminum: Use aluminum or stainless-steel fasteners.
   3. Stainless Steel: Use stainless-steel fasteners.

H. Seal joints with elastomeric sealant as required for watertight construction.
   1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement either way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).
   2. Prepare joints and apply sealants to comply with requirements in Division 7 Section "Joint Sealants."

I. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pretin edges of sheets to be soldered to a width of 1-1/2 inches (38 mm) except where pretinned surface would show in finished Work.
   1. Do not solder prepainted, metallic-coated steel and aluminum sheet.
   2. Stainless-Steel Soldering: Pretin edges of uncoated sheets to be soldered using solder recommended for stainless steel and phosphoric acid flux. Promptly wash off acid flux residue from metal after soldering.
   3. Do not use open-flame torches for soldering. Heat surfaces to receive solder and flow solder into joints. Fill joints completely. Completely remove flux and spatter from exposed surfaces.

3.3 ROOF DRAINAGE SYSTEM INSTALLATION

A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.

B. Hanging Gutters: Join sections with riveted and soldered joints or with lapped joints sealed with elastomeric sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchored gutter brackets spaced not more than 36 inches (900 mm) apart. Provide end closures and seal watertight with sealant. Slope to downspouts.
   1. Fasten gutter spacers to front and back of gutter.
   2. Loosely lock straps to front gutter bead and anchor to roof deck.
   3. Anchor back of gutter that extends onto roof deck with cleats spaced not more than 24 inches (600 mm) apart.
   4. Install gutter with expansion joints at locations indicated but not exceeding 50 feet (15.24 m) apart. Install expansion joint caps.
   5. Install continuous gutter screens on gutters with noncorrosive fasteners, removable for cleaning gutters.

C. Downspouts: Join sections with 1-1/2-inch (38-mm) telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch (25 mm) away from walls; locate fasteners at top and bottom and at approximately 60 inches (1500 mm) o.c. in between.
   1. Provide elbows at base of downspout to direct water away from building.
   2. Connect downspouts to underground drainage system indicated.

D. Conductor Heads: Anchor securely to wall with elevation of conductor head rim 1 inch below scupper or gutter discharge.

E. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated. Lap joints a minimum of 4 inches (100 mm) in direction of water flow.

F. Splash Pans: Install where downspouts discharge on low-sloped roofs. Set in asphalt roofing cement compatible with roofing membrane.

3.4 ROOF FLASHING INSTALLATION

A. General: Install sheet metal roof flashing and trim to comply with performance requirements and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight.

B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49 for specified wind zone and as indicated.
   1. Interlock bottom edge of roof edge flashing with continuous cleats anchored to substrate at 24-inch centers.

C. Copings: Anchor to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49 for specified wind zone and as indicated.
   1. Interlock exterior bottom edge of coping with continuous cleats anchored to substrate at 24-inch centers.
   2. Anchor interior leg of coping with screw fasteners and washers at 24-inch centers.

D. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Install flashing as follows:
   1. Turn lead flashing down inside vent piping, being careful not to block vent piping with flashing.
   2. Seal with elastomeric sealant and clamp flashing to pipes penetrating roof except for lead flashing on vent piping.

3.5 CLEANING AND PROTECTION

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

B. Clean and neutralize flux materials. Clean off excess solder and sealants.

C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.

D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

SECTION 07720

ROOF ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Roof curbs.
B. Equipment supports.
C. Roof hatches.

1.3 RELATED SECTIONS

A. Division 5 Section Metal Fabrications' for ladders, hatch safety railings, and miscellaneous metal framing and supports.
B. Division 7 Section "Sheet Metal Flashing and Trim" for shop- and field-fabricated metal flashing and counterflashing, scuppers, gutters and downspouts, fasciae, and miscellaneous sheet metal trim and accessories.
C. Division 7 Sections for roofing accessories included as part of roofing Work.
D. Division 15 Section "Power Ventilators" for power roof-mounted ventilators.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, materials, dimensions of individual components and profiles, and finishes.
B. Shop Drawings: Show fabrication and installation details. Indicate dimensions, weights, loadings, required clearances, method of field assembly, and components. Include plans, elevations, sections, details, and attachments to other Work.
C. Coordination Drawings: Roof plans drawn to scale and coordinating penetrations and roof mounted items. Show the following:
    1. Size and location of roof accessories specified in this Section,
    2. Method of attaching roof accessories to roof or building structure.
    3. Other roof-mounted items including mechanical and electrical equipment, ductwork, piping, and conduit.

1.5 QUALITY ASSURANCE

A. Standards: Comply with the following:
    1. SMACNA's "Architectural Sheet Metal Manual" details for fabrication of units, including flanges and cap flashing to coordinate with type of roofing indicated.
    2. NRCA's "Roofing and Waterproofing Manual" details for installing units.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products: The standards for quality and performance are based on the following products:
   1. Roof curb and equipment supports:
      a. "CRC-I Roof Curb;" Custom Curb, Inc.
      b. "CES-1 Equipment Support," Custom Curb, Inc.
   2. Roof hatches:
      a. Type S For Ladder Access," Bilco Co.
      b. "Type NB For Ship Stair Access," Bitco Co.

B. Acceptable Manufacturers: Subject to the requirements of the specified products, other acceptable manufacturers include the following:
   1. Prefabricated Curb and Equipment Support Units:
      a. Curbs, Inc.
      b. Custom Curb, Inc.
      c. The Pate Company
      d. Roof Products and Systems Corp.
      e. ThyCurb div./ThyBar Corp.
   2. Roof Hatches:
      a. Bilco Company
      b. Dur-Red Products
      c. Hillsdale Industries
      d. Milcor, Inc.
      e. OIKeeffes, Inc.
      f. Wasco Products, Inc.

2.2 MATERIALS, GENERAL

A. Galvanized Steel Sheet: ASTM A 653/A 653M with G90 (Z275) coating designation; commercial quality, unless otherwise indicated.
   1. Structural Quality: Grade 40 (Grade 275), where indicated or as required for strength.

B. Insulation: Manufacturers standard rigid or semirigid glass-fiber board of thickness indicated.

C. Wood Nailers: Softwood lumber, pressure treated with waterborne preservatives for aboveground use, complying with AWPA C2; not less than 1-1/2 inches (38 mm) thick.

D. Fasteners: Same metal as metals being fastened, or nonmagnetic stainless steel or other noncorrosive metal as recommended by manufacturer. Match finish of exposed fasteners with finish of material being fastened.
   1. Where removing exterior exposed fasteners affords access to building, provide nonremovable fastener heads.

E. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, or PVC; or flat design of foam rubber, sponge neoprene, or cork,

F. Bituminous Coating: SSPC-Paint 12, solvent-type bituminous mastic, nominally free of sulfur and containing no asbestos fibers, compounded for 15-mit (0.4-mm~ dry film thickness per coating.

G. Mastic Sealant: Polyisobutylene: nonhardening, nonskinning, nondrying, nonmigrating sealant.

H. Elastorneric Sealant: Generic type recommended by unit manufacturer that is compatible with joint surfaces; ASTM C 920, TypeS, Grade NS, Class 25, and Uses NT, G, A. and, as applicable to joint substrates indicated, 0.

I. Roofing Cement: ASTM D 4586, nonasbestos, fibrated asphalt cement designed for trowel application or other adhesive compatible with roofing system.

2.3 ROOF HATCHES

A. Material: Galvanized steel sheets.
B. Sloping Roofs: Where slope or roof deck exceeds 1/4 inch per foot (1:48), fabricate hatch curbs with height tapered to match slope to level tops of units.

2.4 FINISHES, GENERAL

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations n the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.5 GALVANIZED STEEL SHEET FINISHES

A. Surface Preparation: Clean surfaces with nonpetroleum solvent so surfaces are free of oil and other contaminants. After cleaning, apply a conversion coating suited to the organic coating to be applied over it. Clean welds, mechanical connections, and abraded areas, and apply galvanizing repair paint specified to comply with ASTM A 780.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Comply with manufacturer's written instructions. Coordinate installation of roof accessories with installation of roof deck, roof insulation, flashing, roofing membranes, penetrations, equipment, and other constmction involving roof accessories to ensure that each element of the Work performs properly and that combined elements are waterproof and weathertight. Anchor roof accessories securely to supporting structural substrates so they are capable of withstanding lateral and thermal stresses, and inward and outward loading pressures.
B. Install roof accessory items according to construction details of NRCAs "Roofing and Waterproofing Manual.' unless otherwise indicated,
C. Separation: Separate metal from incompatible metal or corrosive substrates, including wood, by coating concealed surfaces, at locations of contact, with bituminous coating or providing other permanent separation,
D. Flange Seals: Unless otherwise indicated, set flanges of accessory units in a thick bed of roofing cement to form a seal.
E. Cap Flashing: Where required as component of accessory, install cap flashing to provide waterproof overlap with roofing or roof flashing (as counterflashing). Seal overlap with thick bead of mastic sealant.

F. Operational Units: Test-operate units with operable components. Clean and lubricate joints and hardware, Adjust for proper operation.

3.2 CLEANING AND PROTECTION

A. Clean exposed surfaces according to manufacturer's written instructions, Touch up damaged galvanizing.

END OF SECTION

SECTION 07910

JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Extent of each form and type of joint sealer is specified in this section.
B. This Section includes joint sealants for the following locations:
   1. Single-Part Neutral-Curing Silicone Sealants: Exterior joints in vertical surfaces of aluminum curtain walls and metal wall panels; perimeter of metal frames in exterior precast concrete, aluminum, or metal walls; and overhead ceiling joints. Typical locations include, but are not limited to the following:
      a. Exterior joints:
         1) Joints between different materials listed above.
         2) Perimeter joints around frames of doors, windows, and storefront.
         3) Control and expansion joints in overhead surfaces.
         4) Other joints as indicated and intersections between dissimilar materials.
   2. Multi-part Nonsag Urethane: Exterior and/or interior joints in vertical surfaces of precast concrete, cast-in-place concrete, and masonry; between concrete and masonry; between metal frames and concrete or mortar; perimeter of metal frames in exterior walls overhead ceiling joints. Typical locations include, but are not limited to the following:
      a. Exterior joints:
         1) Control and expansion joints in cast-in-place and precast concrete.
         2) Control and expansion joints in unit masonry.
         3) Joints between different materials listed above.
         4) Control and expansion joints in overhead surfaces.
         5) Joints between dissimilar materials.
         6) Other joints as indicated.
      b. Interior joints:
         1) Control and expansion joints on exposed interior surfaces of exterior walls.
         2) Control and expansion joints in cast-in-place and precast concrete.
         3) Control and expansion joints in unit masonry.
         4) Perimeter joints of exterior openings where indicated.
         5) Joints between tops of non-load-bearing unit masonry walls and underside of cast-in-place concrete slabs and beams.
         6) Vertical control joints on exposed surfaces of interior unit masonry and concrete walls and partitions.
         7) Perimeter joints between finished drywall and unit masonry.
         8) Joints between dissimilar materials.
         9) Other joints as indicated.

3. Two-Part Pourable Urethane: Exterior and interior joints in horizontal traffic surfaces of concrete; between metal and concrete, mortar and masonry. Typical locations include, but are not limited to, the following:
   a. Exterior Joints:
      1) Control, expansion, and isolation joints in cast-in-place concrete, precast concrete, and concrete slabs for floors and paving.
      2) Joints between different materials listed above.
      3) All other horizontal joints indicated.
   b. Interior joints
      1) Control and expansion joints in cast-in-place concrete stabs.
      2) Other joints as indicated.
4. One part Mildew-Resistant Silicone: Interior joints in wet areas. Typical locations include: but are not limited to: the following:
   a. Control and expansion joints in or around surfaces of ceramic tile, solid surfacing materials, and plastic laminate in toilet rooms, showers, locker rooms, bars, and kitchens, and other areas subject to moisture and mildew.
   b. Perimeter joints of toilet fixtures.
5. Latex: Interior joints in field-painted vertical and overhead gypsum board surfaces; perimeters of hollow metal frames within interior drywall partitions; all other interior locations not indicated otherwise.

C. Related Section: The following Sections contain requirements that relate to this Section:
   1. Division 7 Section "Precast Seating Joint Sealants" for joint treatments in precast concrete seating bowl areas.

1.3 PERFORMANCE REQUIREMENTS

A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
B. Provide elastomeric joint sealants that are water, ozone, chemical, and UV resistant and will not detrimentally affect joint substrates.
C. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

1.4 SUBMITTALS

A. Product Data: For each joint-sealant product indicated,
   1. Certification by joint sealant manufacturer that sealants, primers, and cleaners required for complete installation comply with local regulations controlling use of volatile organic compounds (VOC).
B. Samples for Initial Selection: Manufacturers color charts consisting of strips or beads of cured sealants showing the full range of colors available for each product exposed to view.
C. Samples for Verification: For each type and color of joint sealant required. Install joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
D. Product Certificates: Signed by manufacturers of joint sealants certifying that products furnished comply with requirements and are suitable for the use indicated,
E. SWRI Validation Certificate: For each elastomeric sealant specified to be validated by Sealant Validation Program as provided by Sealant, Waterproofing and Restoration Institute (SWRI).
F. Qualification Data: For firms and persons specified in "Quality Assurance Article to demonstrate their capabilities and experience. Include lists of completed projects with

project names and addresses, names and addresses of architects and owners, and other information specified.

G. Preconstruction Field Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on preconstruction testing specified in Quality Assurance" Article,

H. Field Test Report Log: For each elastomeric sealant application. Include information specified in "Field Quality Control Article.

I. Compatibility and Adhesion Test Reports: From sealant manufacturer indicating the following:
   1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
   2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion,

J. Product Test Reports: From a qualified testing agency indicating sealants comply with requirements, based on comprehensive testing of current product formulations.

K. Warranties: Special warranties specified in this Section.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with a record of successful in-service performance.

B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

C. Preconstruction Compatibility and Adhesion Testing: Submit to joint sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.
   1. Use manufacturers standard test methods to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
      a. Perform tests under environmental conditions replicating those that will exist during installation.
   2. Submit not fewer than nine pieces of each type of material, including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.
   3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
   4. For materials failing tests, obtain joint sealant manufacturer's written instructions for corrective measures, including the use of specially formulated primers.
   5. Testing will not be required if joint sealant manufacturers submit joint preparation data that are based on previous testing of current sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.

D. Product Testing: Obtain test results for Product Test Reports" Paragraph in 'Submittals' Article from a qualified testing agency based on testing current sealant formulations within a 36-month period.
   1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated, as documented according to ASTM E 548.

2. Test elastomeric joint sealants for compliance with requirements specified by reference to ASTM C 920, and where applicable, to other standard test methods.
3. Test elastomeric joint sealants according to SWRIs Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, low temperature flexibility, modulus of elasticity at 100 percent strain, effects of heat aging, effects of accelerated weathering, adhesion-in peel, and indentation hardness.
   a. Test new and aged sealants
4. Test other joint sealants for compliance with requirements indicated by referencing standard specifications and test methods

E. Preconstruction Field-Adhesion Testing: Before installing elastomeric sealants, field test their adhesion to joint substrates as follows:
1. Locate test joints where indicated or, if not indicated, as directed by Architect.
2. Conduct field tests for each application indicated below:
   a. Each type of elastomeric sealant and joint substrate indicated.
   b. Each type of nonelastomeric sealant and joint substrate indicated.
3. Notify Architect seven days in advance of dates and times when test joints will be erected,
4. Arrange for tests to take place with joint sealant manufacturers technical representative present.
5. Test Method: Test joint sealants by hand-pull method described below:
   a. Install joint sealants in 60-inch- (1 500-mm-) long joints using same materials and methods for joint preparation and joint-sealant installation required for the completed Work. Allow sealants to cure fully before testing.
   b. Make knife cuts from one side of joint to the other, followed by two cuts approximately 2 inches (50 mm) long at sides of joint and meeting cross cut at one end. Place a mark 1 inch (25 mm) from cross-cut end of 2-inch (50-mm) piece.
   c. Use fingers to grasp 2-inch (50-mm) piece of sealant between cross-cut end and 1-inch (25-mm) mark; pull firmly at a 90-degree angle or more in direction of side cuts while holding a ruler along side of sealant. Pull sealant out of joint to the distance recommended by sealant manufacturer for testing adhesive capability, but not less than that equaling specified maximum movement capability in extension; hold this position for 10 seconds.
   d. For joints with dissimilar substrates, check adhesion to each substrate separately. Do this by extending cut along one side, checking adhesion to opposite side, and then repeating this procedure for opposite side.
6. Report whether sealant in joint connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
7. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

F. Mockups: Before installing joint sealants, apply elastomeric sealants as follows to verify selections made under sample Submittals and to demonstrate aesthetic effects and qualities of materials and execution:
1. Joints in mockups of assemblies specified in other Sections that are indicated to receive elastomeric joint sealants which are specified by reference to this Section.

G. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.
B. Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.7 PROJECT CONDITIONS

A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:
   1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.
   2. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 deg F (4.4 deg C).
   3. When joint substrates are wet.
B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.
C. Joint-Substrate Conditions:
   1. Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.
   2. Do not proceed with installation of joint sealants if joint substrates are irregular, chipped, spalled, or otherwise unsuitable for long term adhesion.

1.8 WARRANTY

A. General Warranty: Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
B. Special Installer's Warranty: Written warranty, signed by Installer agreeing to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
   1. Warranty Period: Two years from date of Substantial Completion.
C. Special Manufacturers Warranty: Written warranty, signed by elastomeric sealant manufacturer agreeing to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
   1. Warranty Period: 20 years from date of Substantial Completion.
D. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:
   1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
   2. Disintegration of joint substrates from natural causes exceeding design specifications.

3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants

1.9 SEQUENCING AND SCHEDULING

A. Schedule installations of joint sealants to occur not less than 21 days nor more than 30 days after completion of waterproofing or sealing of substrates unless otherwise indicated.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURES

A. Products: Subject to compliance with requirement the following elastomeric joint sealer products are acceptable:
   1. Single-Part Neutral-Curing Silicone Sealant:
      a. "795"; Dow Corning Corp.
      b. "Silpruf"; General Electric
      c. "Spectrem 2"; Tremco Inc.
   2. Multi-Part Nonsag Urethane Sealant for Use NT:
      a. "Iso-Flex 881 "; LymTal
      b. "Vulkem 922"; Mameco
      c. "Dymeric 511"; Tremco Inc.
      d. "Sika Flex 2C NS"; Sika Corporation
   3. Multi-part Pourable Urethane Sealant for Use T:
      a. "Iso-Flex 880 GB"; LymTaI
      b. "Vulkem 245"; Mameco
      c. "THC 900"; Tremco Inc.
      d. "Sika Flex 2C SL"; Sika Corporation
   4. One Part Mildew Resistant Silicone Sealant:
      a. "786 Mildew Resistant"; Dow Corning Corp.
      b. "SCS 1702F Sanitary"; General Electric
      c. "Tremsil 600 White"; Tremco Inc.
   5. Latex Sealant:
      a. "Chem-Calk 600"; Bostik Construction Products Div.
      b. "Tremflex 834"; Tremco, Inc.

2.2 JOINT SEALER MATERIALS

A. Compatibility Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
B. Colors: Provide color of exposed joint sealants to comply with the following:
   1. Provide selections made by Architect from manufacturer's full range of standard colors for products of type indicated.
C. Elastomeric Sealant Standard: Provide manufacturer's standard chemically curing elastomeric sealants that comply with ASTM C 920.
D. Latex Sealant: Provide product complying with ASTM C 834 that accommodates joint movement of not more than 5 percent in both extension and compression for a total of 10 percent.

2.3 JOINT-SEALANT BACKING

A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
B. Cylindrical Sealant Backings: ASTM C 1330, of type indicated below and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
   1. Type C: Closed-cell material with a surface skin.
   2. Type B: Bicellular material with a surface skin.
   3. Type: Either material indicated above.
C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.4 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants with joint substrates,
C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint sealant performance.
B. Do not proceed with installation of joint sealants until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer's written instructions and the following requirements:
   1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air. Porous joint surfaces include the following:
   a. Concrete.
   b. Masonry.
3. Remove laitance and form-release agents from concrete.
4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
   a. Metal.
   b. Glass.
   c. Porcelain enamel.
   d. Glazed surfaces of ceramic tile.

B. Joint Priming: Prime joint substrates based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears, Remove tape immediately after tooling without disturbing joint seal

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Acoustical Sealant Application Standard: Comply with recommendations of ASTM C 919 for use of joint sealants in acoustical applications as applicable to materials, applications, and conditions indicated.

D. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
   1. Do not leave gaps between ends of sealant backings.
   2. Do not stretch, twist, puncture, or tear sealant backings.
   3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials

E. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and back of joints.

F. Install sealants by proven techniques to comply with the following and at the same time backings are installed:
   1. Place sealants so they directly contact and fully wet joint substrates.
   2. Completely fill recesses provided for each joint configuration.
   3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

G. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
   1. Remove excess sealants from surfaces adjacent to joint.
   2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
   3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
   4. Provide flush joint configuration, per Figure SB in ASTM C 1193, where indicated.
   5. Provide recessed joint configuration, per Figure SC in ASTM C 1193, of recess depth and at locations indicated.
      a. Use masking tape to protect adjacent surfaces of recessed tooled joints.

3.4 FIELD QUALITY CONTROL

A. Field-Adhesion Testing: Field-test joint-sealant adhesion to joint substrates as follows:
   1. Extent of Testing: Test completed elastomeric sealant joints as follows:
      a. Perform 10 tests for the first 1,000 feet of joint length for each type of elastomeric sealant and joint substrate.
      b. Perform one test for each 1,000 feet of joint length thereafter or one test per each floor per elevation.
   2. Test Method: Test joint sealants by hand-pull method described below:
      a. Make knife cuts from one side of joint to the other, followed by two cuts approximately 2 inches long at sides of joint and meeting cross cut at one end. Place a mark 1 inch from cross-cut end of 2-inch piece.
      b. Use fingers to grasp 2-inch (50-mini piece of sealant between cross-cut end and 1-inch mark; pull firmly at a 90-degree angle or more in direction of side cuts while holding a ruler along side of sealant. Pull sealant out of joint to the distance recommended by sealant manufacturer for testing adhesive capability, but not less than that equaling specified maximum movement capability in extension; hold this position for 1 0 seconds.
      c. For joints with dissimilar substrates, check adhesion to each substrate separately. Do this by extending cut along one side, checking adhesion to opposite side, and then repeating this procedure for opposite side.
   3. Inspect joints for complete fill, for absence of voids, and for joint configuration complying with specified requirements. Record results in a field adhesion test log.
   4. Inspect tested joints and report on the following:
      a. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field- adhesion hand-pull test criteria.
      b. Whether sealants filled joint cavities and are free from voids.
      c. Whether sealant dimensions and configurations comply with specified requirements.
   5. Record test results in a field adhesion test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.

6. Repair sealants pulled from test area by applying new sealants following same procedures used to originally seal joints. Ensure that original sealant surfaces are clean and new sealant contacts original sealant.

B. Evaluation of Field Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements, will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 CLEANING

A. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from the original work.

END OF SECTION

SECTION 08110

STEEL DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Steel stiffened doors with continuously welding edge seams.
B. Pre-assembled welded frames with machine-mitered and fully welded corners.

1.3 SUBMIITALS

A. Certification of Compliance: In lieu of being a member of the Hollow Metal Manufacturers Association submit a certificate of compliance signed by the President of the steel door and frame manufacturer that the doors and frames shall be manufactured to the NAAMM standards.
B. Product Data: Submit manufacturers' technical product data substantiating that products comply with the standards published by the Hollow Metal Manufacturer's Association a division of National Association of Architectural Metal Manufacturers.
C. Shop Drawings: Submit for fabrication and installation of steel doors and frames. Include details of each frame type, elevations of door design types, conditions at openings, details of construction, location and installation requirements of finish hardware and reinforcements, and details of joints and connections. Show anchorage and accessory items.
    1. Provide a schedule of doors and frames using same reference numbers for details and openings as those on the Contract Drawings.
    2. Coordinate glazing frames and stops with glass and glazing requirements.
D. Certification: Provide certification documenting membership in the Hollow Metal Manufacturer's Association

1.4 QUALITY ASSURANCE

A. Provide doors and frames complying with the Hollow Metal Manual published by the Hollow Metal Manufacturers Association (HMMA), Division of National Association of Architectural Metal Manufacturers (NAAMM).
B. Fire-Rated Door Assemblies: Units that comply with NFPA 80, are identical to door and frame assemblies whose fire resistance characteristics have been determined per ASTM E 152, and that are labeled and listed by UL, Warnock Hersey, or other testing and inspecting organization acceptable to authorities having jurisdiction.
    1. Temperature Rise Rating: At stairwell enclosures, provide doors that have a temperature rise rating of 250 deg F maximum in 30 minutes of fire exposure.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver doors arid frames cardboard-wrapped or crated to provide protection during transit and job storage. Provide additional protection to prevent damage to finish of factory-finished doors and frames.
B. Inspect doors and frames on delivery for damage, and notify shipper and supplier if damage is found. Minor damages may be repaired provided refinished Items match new work and are acceptable to Architect. Remove and replace damaged items that cannot be repaired as directed.
C. Store doors and frames at building site under cover. Place units on minimum 4-inch high wood blocking. Avoid using nonvented plastic or canvas shelters that could create a humidity chamber. If door packaging becomes wet, remove cartons immediately. Provide minimum 1/4-inch spaces between stacked doors to permit air circulation.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Manufacturer: Provide steel doors and frames from a member of the Hollow Metal Manufacturer's Association.

2.2 FABRICATION, GENERAL

A. Fabricate steel door and frame units to be rigid, neat in appearance and free from defects, warp or buckle. Wherever practicable, fit and assemble units in manufacturers plant. Clearly identify work that cannot be permanently factory-assembled before shipment, at assure proper assembly at project site.
   1. NMMM Standard: HMMA 802 and 861, and HMMA 850 for fire-rated openings.
B. Fabricate exterior doors panels and frames and other openings as noted from galvanized steel sheet ASTM D526, G60.
   1. Steel Sheet Thickness: 16 gage minimum for interior doors and frames on the service level, 18 gage for all other interior doors and frames and 14 gage minimum for exterior doors and frames.
C. Jamb Anchors for Masonry Walls: Stirrup-and-Strap.
D. Exposed Fasteners: Unless otherwise indicated, provide countersunk flat phillips heads for exposed screws and bolts.
E. Thermal Rated (Insulating) Assemblies: At exterior locations and elsewhere as shown or scheduled, provide doors which have been fabricated as thermal-rated assembles with U factor or 042 Btu!(hr x sq. fix deg. F) or better and tested in accordance with ASTM C 236.
   1. Unless otherwise indicated, provide thermal-rated assemblies with U factor of 0.42 Btu/(hr x sq. ft. x degs. F) or better.
F. Fire Rated Doors and Frames: Comply with HMMA 850
G. Finish Hardware Preparation and Location: Comply with HMMA 830.
H. Shop Painting: Clean, treat and paint exposed surfaces of doors and frames including galvanized surfaces,
I. Clean steel surfaces of mill scale, rust, oil, grease, dirt, and other foreign materials before application of paint. Apply shop coat of prime paint of even consistency to provide a uniform finished surface ready for field finish paint.

2.3 STEEL DOORS

A. Provide metal doors of steel stiffened construction and styles indicated on drawings and schedules:
   1. Comply with NMMM Standard HMMA 810.
B. Door Louvers: Provide sightproof stationary louvers for doors where indicated, constructed of inverted Y-shaped blades formed of 24-gage cold-rolled steel set into 20 gage frame.

2.4 STEEL FRAMES

A. Provide pre-assembled metal frames for doors, transoms, sidelights, borrowed lights, and other openings, of types and styles as shown on drawings and schedules. Concealed fastening, unless otherwise indicated.
   1. NMMM Standard: HMMA 820, and HMMA 850 for fire-rated openings.
B. Corner Joint Detail: Method B, machine mitered and fully welded.
C. Door Silencers: Except on weather-stripped frames, drill stops to receive 3 silencers on strike jambs of single-swing frames and 2 silencers on heads of double swing frames.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Install standard steel doors, frames, and accessories in accordance with final shop drawings, manufacturers' data, and as herein specified.
B. Placing Doors and Frames: Comply with HMMA 840.
   1. Except for frames located at in-place concrete or masonry and at drywall installations, place frames prior to construction of enclosing walls and ceilings. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces and spreaders, leaving surfaces smooth and undamaged.
   2. In masonry construction, use adjustable strap-and-stirrup type anchors, locate 3 wall anchors per jamb at hinge and strike level
   3. At in-place concrete or masonry construction, set frame and secure to adjacent construction with machine screws and masonry screws and masonry anchorage device, minimum 4 anchors per jamb.
   4. In metal stud partitions, install frames with channel stud anchors only at least 3 wall anchors per jamb at hinge and strike levels.
   5. Install fire-rated doors and frames in accordance with NFPA Std. No. 80.
   6. Backpainting of Frames: Inside of frames shall be coated with bituminous water-resistant paint prior to installation.

3.2 ADJUST AND CLEAN

A. Prime Coat Touch-Up: Immediately after erection, sand smooth any rusted or damaged areas of prime coat and apply touch-up of compatible air-drying primer.
B. Protection Removal: Immediately prior to final inspection, remove protective plastic wrapping from prefinished doors.

C. Final Adjustments: Check and readjust operating hardware items just prior to final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including doors or frames that are warped, bowed, or otherwise unacceptable.

END OF SECTION

SECTION 08330

OVERHEAD COILING DOORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. This Section includes the following types of overhead coiling metal doors.
   1. Insulated overhead doors.
   2. Exterior coiling shutters.
B. Operation of overhead coiling doors include the following:
   1. Manual operation.
   2. Chain operation.
C. Provide complete operating door assemblies including door curtains, guides, counterbalance mechanism, hardware, operators, and installation accessories.

1.3 PERFORMANCE REQUIREMENTS

A. Structural Performance: Provide overhead coiling doors capable of withstanding the effects of gravity loads and the following loads and stresses without evidencing permanent deformation of door components:
B. Wind Load: Provide overhead coiling doors, including anchorage, capable of withstanding wind-load design pressures calculated according to wind loads indicated on the Structural Notes on t[s Drawings.
C. Operation-Cycle Requirements: Design overhead coiling door components and operator to operate for not less than 50,000 cycles.
   1. Include tamperproof cycle counter.

1.4 SUBMITTALS

A. Product data, roughing-in diagrams, and installation instructions for each type and size of overhead coiling door.
   1. Provide operating instructions and maintenance information.
   2. Provide information describing fire-release system including electrical rough-in instructions.
B. Shop drawings for special components and installations that are not dimensioned or detailed in manufacturer's data sheets.

1.5 QUALITY ASSURANCE

A. Manufacturer's Qualifications: Furnish each overhead coiling door as a complete unit produced by one manufacturer, including hardware, accessories, mounting and installation components. 1 Furnish overhead coiling door units by one manufacturer for entire Project.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products: The standard for quality and performance is based on the following product(s):
   1. Non-Insulated, Manual Operation, Interior Face Mounted, Fully weatherstripped:
      a. Atlas Model S13-AA: Clear anodized aluminum
   2. Insulated, Chain Operation, Interior Face Mounted, Fully weatherstripped:
      a. Atlas Model T23-AA: Clear anodized aluminum

B. Acceptable Manufacturers: Subject to the requirements of the specified product, other acceptable manufacturers include the following:
   1. Overhead Door Corp.

2.2 COILING DOOR FEATURES

A. General: Provide the specified manufacturer's standard door with the following features:
   1. Uninsulated Slats: F-3 flat slats
   2. Insulated Slats: T-3 slats
   3. Endlocks: Every slat shall be filled with malleable iron endlocks
   4. Windload: All exterior doors shall be provided to withstand the specified windloads
   5. Bottom Bar: Bottom bars shall be sloped to match contour of finished floor.
   6. Weatherseal: All bottom bars shall receive manufacturer's standard neoprene astragal.
   7. Sensor Edge (for motorized doors): Provide pneumatic edge with bottom bar mounted air switch and wall-mounted take-up reel.
   8. Locking: Exterior manually operated doors shall have cylinder locks in bottom bar.
      a. Key and padlock side of door shall be coordinated with Owner. Cylinder locks and key cylinders are specified in Division 8 Section Door Hardware

2.3 MANUAL DOOR OPERATORS

A. Chain-Hoist Operator: Provide manual chain-hoist operator consisting of endless steel hand chain, chain pocket wheel and guard, and gear-reduction unit with a maximum 35-lbt (155-N) effort for door operation. Provide alloy steel hand chain with chain holder secured to operator guide.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Install door and operating equipment complete with necessary hardware, jamb and head mold strips, anchors, inserts, hangers, and equipment supports according to final shop drawings, manufacturer's instructions, and as specified.

B. After completing installation, including work by other trades, lubricate, test, and adjust doors to operate easily, free from warp, twist, or distortion.

C. Train Owner's maintenance personnel on procedures and schedules related to door operation, servicing, preventive maintenance, and procedures for resetting closing devices after activation.

END OF SECTION

SECTION 08711

DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Commercial door hardware for the following:
   1. Swinging doors. Metal.
   2. Roll-up and overhead doors.
B. Electrified door hardware.

1.3 RELATED SECTIONS

A. Division 8 Section “Steel Doors and Frames”
B. Division 8 Section “Overhead Coiling Doors”
C. Products furnished, but not installed, under this Section include the following. Coordinating, purchasing, delivering, and scheduling remain requirements of this Section.
   1. Final replacement cores and keys to be installed by Owner.

1.4 SUBMITTALS

A. Product Data: Include installation details, material descriptions, dimensions of individual components and profiles, and finishes.
B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
   1. Format: Comply with scheduling sequence and vertical format in DHIs “Sequence and Format for the Hardware Schedule.”
   2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening.
   3. Content: Include the following information:
      a. Type, style, function, size, label, hand, and finish of each door hardware item.
      b. Manufacturer of each item.
      c. Fastenings and other pertinent information,
      d. Location of each door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule,
      e. Explanation of abbreviations, symbols, and codes contained in schedule,
      f. Mounting locations for door hardware.
      g. Door and frame sizes and materials,
      h. Description of each electrified door hardware function, including location, sequence of operation, and interface with other budding control systems.

4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
5. Keying Schedule: Prepared by or under the supervision of supplier employing an architectural hardware consultant (AHC), detailing Owner's final keying instructions for locks. Include schematic keying diagram and index each key set to unique door designations.

C. Samples: For exposed door hardware of each type indicated below, in specified finish, full size. Tag with full description for coordination with the Door Hardware Schedule. Submit samples as requested by architect before, or concurrent with, submission of the final Door Hardware Schedule.
1. Door Hardware: As follows:
   a. hinges.
   b. Locks and latches.
   c. Exit devices.
   d. Cylinders and keys.
   e. Closers.
   f. Miscellaneous items.
2. Samples will be returned to Contractor. Units that are acceptable and remain undamaged through submittal, review, and field comparison process may, after final check of operation, be incorporated into the Work, within limitations of keying requirements.

D. Maintenance Data: For each type of door hardware to include in maintenance manuals specified in Division 1.

E. Warranties: Special warranties specified in this Section.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

B. Supplier Qualifications: Door hardware supplier with warehousing facilities in Project's vicinity and who is or employs a qualified Architectural hardware Consultant (AHC) member of the door and hardware institute, available during the course of the Work to consult with Contractor, Architect, and Owner about door hardware and keying.

C. Architectural Hardware Consultant Qualifications: A person who is currently certified by the Door and hardware Institute as an Architectural Hardware Consultant and who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project.

D. Source Limitations: Obtain each type and variety of door hardware from a single manufacturer, unless otherwise indicated.

E. Regulatory Requirements: Comply with provisions of the following:
1. Comply with accessibility requirements, Americans with Disabilities Act (ADA), Accessibility Guidelines for Buildings and Facilities (ADAAG), and ANSI Al 17.1, as follows:
   a. Door Closers: Comply with the following maximum opening-force requirements indicated:
      1) Interior Hinged Doors: 5 lbf *(22.2* N) applied perpendicular to door,

2) Fire Doors: Minimum opening force allowable by authorities having jurisdiction.

b. Thresholds: Not more than 112 inch (13 mm) high. Bevel raised thresholds with a slope of not more than 1:2.

2. NFPA 101: Comply with means of egress requirements:

F. Fire-Rated Door Assemblies: Provide door hardware for assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated,

G. Coordination Conferences: Conduct conferences at Project site to comply with requirements in Division I Section "Project Meetings."

1. Attendees shall include the Construction Manager, owner's Security Consultant, Architect, hardware Consultant, Hardware Suppliers, and Installer
2. Pre-Fabrication Conference: Review coordination requirements for installation of door hardware.
   a. Provide hardware templates and installation instructions to steel and wood door suppliers
   b. Verify hardware selections, installation, and operation requirements
3. Keying Conference: Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system with Owner, Submit keying schedule as part of door hardware submittal.
4. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."
   a. Install one or more pairs of doors and single leaf doors as selected by the Architect as a mockup, complete with all hardware.
   b. Review and finalize construction schedule and verity availability of materials, Installers personnel, equipment, and facilities needed to make progress and avoid delays.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.

B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.

C. Deliver keys and permanent cores to Owner by registered mail.

1.7 COORDINATION

A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing door hardware.

B. Electrical System Roughing-in: Coordinate layout and installation of electrified door hardware with connections to power supplies, fire alarm system, detection devices, and access control system.

1.8 WARRANTY

A. General Warranty: Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

1.9 MAINTENANCE SERVICE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

A. General: Provide door hardware for each door to comply with requirements in this Section, and the Door Hardware Schedule at the end of Part 3.
   1. Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and named manufacturer's products.
   2. Sequence of Operation: Provide electrified door hardware function, sequence of operation, and interface with other building control systems indicated.

B. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Schedule at the end of Part 3. Products are identified by using door hardware designations, as follows:
   1. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing quality requirements.

2.2 HINGES

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work, An asterisk (t) after a manufacturer name indicates whose product designation is used in the hardware schedule.
   1. Hinges:
      a. Hager*
      b. McKinney
      c. Stanley

B. Standards: Comply with the following:
   1. Butts and Hinges: BHMAA156.1.

C. Quantity: Provide the following, unless otherwise indicated:
   1. Two Hinges: For doors with heights up to 60 inches.
   2. Three Hinges: For doors with heights 61 to 90 inches.
   3. Four Hinges: For doors with heights 91 to 120 inches.

D. Hinge Weight: Unless otherwise indicated, provide the following:
   1. Entrance Doors: Heavy-weight hinges.
   2. Doors with Closers: Antifriction-bearing hinges.

E. Hinge Base Metal: Unless otherwise indicated, provide the following:
   1. Exterior Hinges: Brass, with stainless-steel pin body and brass protruding heads.
   2. Interior Hinges: Steel, with steel pin.
   3. Hinges for Fire-Rated Assemblies: Steel, with steel pin.

2.3 LOCKS AND LATCHES

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work:
   1. Mechanical Locks and Latches:
      a. Adams Ritek
      b. Best Access Systems
      c. Sargent
      d. Schlage
B. Standards: Comply with the following:
   1. Mortise Locks and Latches: BHMAAI56.13.
   2. Auxiliary Locks: BHMAA156.5.
C. Lock Trim: Comply with the following:
   1. Lever: Forged or Cast.
   2. Escutcheon (Rose): Wrought.
   3. Lockset Designs: Provide the lockset trim design as specified.
D. Lock Throw: Comply with testing requirements for length of bolts to comply with Labeled fire door requirements, and as follows:
   1. Mortise Locks: Minimum 3/4-inch latchbolt throw.
   2. Deadbolts: Minimum 1-inch bolt throw.
E. Backset: 2-3/4 inches, unless otherwise indicated

2.4 DOOR BOLTS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   1. Flush and Automatic Bolts:
      a. Glynn-Johnson[4]
      b. Hager
      c. lves
      d. Rockwood
      e. Triangle Brass
B. Standards: Comply with the following:
   1. Automatic and Self-Latching Flush Bolts: BHMAAIS6.3.
   2. Manual Flush Bolts: BHMAA156.16.

2.5 EXIT DEVICES

A. Available Manufacturers: Subtect to compliance with requirements, manufacturers offering products that may be incorporated into the Work.
   1. Precision
   2. Sargent
   3. Von Duprin
B. Standard: BHMA Al 56.3.
C. Certified Products: Provide exit devices listed in BHMAs Directory of Certified Exit Devices.

D. Panic Exit Devices: Listed and labeled by a testing and Inspecting agency acceptable to authorities having jurisdiction, for panic protection, based on testing according to UL 305.
E. Fire Exit Hardware: Complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire and panic protection, based on testing according to UL 305 and NFPA 252.

2.6 CYLINDERS AND KEYING

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Cylinders: High Security Type
      a. Best Access Systems - Peaks
      b. Sargent - "Signature"
      c. Schlage[4] - "Primus"
   2. Key Control Systems:
      a. Key Control Systems
      b. Major Metalfab
      c. Sunroc
B. Standards: Comply with the following:
   1. Cylinders: BHMAA156.5.
   2. Key Control System: BHMA A156.5.
   3. Mortise Type: Threaded cylinders with rings and straight- or clover-type cam.
   4. Rim Type: Cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
   5. Removable Cores: Core insert, removable by use of a special key, and for use with only the core manufacturer's cylinder and door hardware.
C. Construction Keying: Comply with the following:
   1. Construction Cores: Provide construction cores that are replaceable by permanent cores. Provide 10 construction master keys.
      a. Replace construction cores with permanent cores, as directed by Owner.
D. Keying System: Provide a factory-registered High Security keying system complying with the following requirements:
   1. Great-Grand Master Key System: Cylinders are operated by a change key, a master key, a grand master key, and a great-grand master key.
E. Keys: Provide nickel-silver keys complying with the following:
   1. Quantity: In addition to one extra blank key for each lock, provide the following:
      a. Cylinder Change Keys: Three.
      b. Master Keys: Five.
      c. Grand Master Keys: Five.
      d. Great-Grand Master Keys: Five.
F. Key Control System: BHMA Grade 1 system, including key-holding hooks, labels, two sets of key tags with self-locking key holders, key-gathering envelopes, and temporary and permanent markers. Contain system in metal cabinet with baked-enamel finish.
   1. Wall-Mounted Cabinet: Cabinet with hinged-panel door equipped with key-holding panels and pin-tumbler cylinder door lock,
   2. Capacity: Sufficient to hold base project plus 200% future expansion.

2.7 STRIKES

A. Strikes: Provide manufacturer's standard strike with strike box for each latch or Pock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:
B. Dustproof Strikes: BHMA Grade I.

2.8 OPERATING TRIM

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Baldwin
   2. Burns
   3. Ives
   4. Rockwood
   5. Triangle Brass
   6. Hewi
B. Standard: Comply with BHMA A156.6.
C. Materials: Fabricate from stainless steel unless otherwise indicated,

2.9 CLOSERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Surface & Concealed-Mounted Closers:
      a. LCN*
      b. Norton
      c. Sargent
B. Power-Assist Closers: As specified for access doors for the disabled where listed in the Door Hardware Schedule.
   1. LCN
C. Size of Units: Unless otherwise indicated, comply with manufacturers written recommendations for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force to comply with ANSI A117.1.

2.10 PROTECTIVE TRIM UNITS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Metal Protective Trim Units:
      a. Baldwin
      b. Burns
      c. yes
      d. Rockwood *
B. Standard: Comply with BHMA A156.6.
C. Materials: Fabricate protection plates from the following:
   1. Stainless Steel: 0.050 inch (1.3 mm) thick; beveled top and 2 sides.
D. Fasteners: Provide manufacturer's standard exposed fasteners for door trim units consisting of either machine or self-tapping screws.

2.11 STOPS AND HOLDERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Baldwin
   2. Burns
   3. Glynn-Johnsont
   4. Ives
   5. Rockwood *

B. Standards: Comply with the following:
   1. Stops and Bumpers: BHMAA156.16.
   2. Mechanical Door Holders: BHMAA1S6.16.
   3. Electromagnetic Door Holders: BHMAA156.15.
   4. Combination Overhead Holders and Stops: BHMAA156.8.
   5. Door Silencers: BHMA A156.16.

C. Floor Stops: For doors, unless wall or other type stops are scheduled or indicated. Do not mount floor stops where they will impede traffic.
   1. Where floor or wall stops are not appropriate, provide overhead holders.

D. Silencers for Metal Door Frames: BHMA Grade 1; neoprene or rubber, minimum diameter 1/2 inch; fabricated for drilled-in application to frame,

2.12 DOOR GASKETING

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Door Gasketing
      a. National Guard
      b. Pemko*
      c. Zero
   2. Door Bottoms:
      a. National Guard
      b. Pemko*
      c. Zero

B. Standard: Comply with BHMAA156.22.

C. General: Provide continuous weather-strip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated or scheduled. Provide noncorrosive fasteners for exterior applications and elsewhere as indicated. Provide only neoprene material.

D. Smoke-Labeled Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke-control ratings indicated.
   1. Provide smoke-labeled gasketing on 20-minute-rated doors and on other smoke-labeled doors where required by code.

E. Fire-Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on fire tests acceptable to the authority having jurisdiction.

F. Replaceable Neoprene Strips: Provide only units where seal strips are easily replaceable and readily available from stocks maintained by manufacturer.

2.13 THRESHOLDS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. National Guard
   2. Pemko*
   3. Zero
B. Standard: Comply with BHMA A156.21.
C. Verity threshold detail for I/p offset, and provide correct product.

2.14 FABRICATION

A. Base Metals: Produce door hardware units of base metal, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness Furnish metals of a quality equal to or greater than that of specified door hardware units and BHMA A156.18 for finishes.
B. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to commercially recognized industry standards for application intended. Provide Phillips flat-head screws with finished heads to match surface of door hardware, unless otherwise indicated.
   1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed.
   2. Fasteners for Wood Doors: Comply with requirements of DHI WDHS.2, "Recommended Fasteners for Wood Doors."

2.15 FINISHES

A. Standard: Comply with BHMA A156.18.
B. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
C. Appearance of Finished Work: Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples.
D. BHMA Designations: Comply with base material and finish requirements indicated by the following:
   1. BHMA 626: Satin chromium plated over nickel, over brass or bronze base metal.
   2. BHMA 628: Satin aluminum, clear anodized, over aluminum base metal.
   3. BHMA 630: Satin stainless steel, over stainless-steel base metal.
   4. BHMA 652: Satin chromium plated over nickel, over steel base metal.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.

B. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Steel Doors and Frames: Comply with DHl A115 series.
   1. Surface-Applied Door Hardware: Drill and tap doors and frames according to SDI 107.
B. Wood Doors: Comply with DHI Al 15-W series.

3.3 INSTALLATION

A. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
   1. Steel Doors and Frames: DHI's "Recommended Locations for Builders Hardware for Custom Steel Doors and Frames."
   2. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.
   1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
   2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
C. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."

3.4 ADJUSTING

A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
   1. Door Closers: Adjust sweep period so that, from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches from the latch, measured to the leading edge of the door.

3.5 CLEANING AND PROTECTION

A. Clean adjacent surfaces soiled by door hardware installation.
B. Clean operating items as necessary to restore proper function and finish.
C. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of Substantial Completion.

3.6 DOOR HARDWARE SCHEDULE

HARDWARE SET 1.0 – SINGLE DOOR

3 EA	Butts	BB1199-26D, 42 X 42
1	Lockset	L9070R X 93A-626
1	Closer	4010 Reg. Alum.
1	Kick Plate	K1050 10 X 2 LDWX B3F-32D
1	Stop	40D-26D
3	Silencers	

HARDWARE SET 2.0 – OH DOORS

1	Cylinder	20-757-626
	Balance of Gasketing by Door Manufacturer.	

END OF SECTION

SECTION 09511

ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. This Section includes acoustical panels and exposed suspension systems for ceilings.

1.3 DEFINITIONS

A. AC: Articulation Class.
B. CAC: Ceiling Attenuation Class.
C. LR: Light Reflectance coefficient.
D. NRC: Noise Reduction Coefficient.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.
B. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of size indicated below.
   1. Acoustical Panel: Set of 6-inch square Samples of each type, color, pattern, and texture.
C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each acoustical panel ceiling.
D. Research/Evaluation Reports: For each acoustical panel ceiling and components.

1.5 QUALITY ASSURANCE

A. Source Limitations:
   1. Acoustical Ceiling Panel: Obtain each type through one source from a single manufacturer.
   2. Suspension System: Obtain each type through one source from a single manufacturer.
B. Fire-Test-Response Characteristics: Provide acoustical panel ceilings that comply with the following requirements:
   1. Surface-Burning Characteristics: Provide acoustical panels with the following surface-burning characteristics complying with ASTM E 1264 for Class [**A**] [**B**] [**C**] materials as determined by testing identical products per ASTM E 84:
      a. Smoke-Developed Index: 450 or less.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver acoustical panels, suspension system components, and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.
C. Handle acoustical panels carefully to avoid chipping edges or damaging units in any way.

1.7 PROJECT CONDITIONS

A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
   1. Pressurized Plenums: Operate ventilation system for not less than 48 hours before beginning acoustical panel ceiling installation.

1.8 COORDINATION

A. Coordinate layout and installation of acoustical panels and suspension system with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

1.9 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Acoustical Ceiling Panels: Full-size panels equal to 2.0 percent of quantity installed.
   2. Suspension System Components: Quantity of each exposed component equal to 2.0 percent of quantity installed.

PART 2 - PRODUCTS

2.1 ACOUSTICAL PANELS, GENERAL

A. Acoustical Panel Standard: Provide manufacturer's standard panels of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances, unless otherwise indicated.
B. Acoustical Panel Colors and Patterns: Match existing appearance characteristics indicated for each product type.

2.2 ACOUSTICAL PANELS FOR ACOUSTICAL PANEL CEILING

A. Products: Subject to compliance with requirements, provide one of the following:
   1. Armstrong World Industries, Inc.
   2. Tectum Inc.
   3. USG Interiors, Inc.

B. Basis-of-Design Product: Subject to compliance with requirements, provide USG; Eclipse Clima Plus, Pattern No. 76775 comparable product by one of the following:
   1. Armstrong World Industries, Inc.
C. Color: As selected from manufacturer's full range match existing.

2.3 METAL SUSPENSION SYSTEM FOR ACOUSTICAL PANEL CEILING

A. Basis-of-Design Product: Subject to compliance with requirements, provide USG DX or a comparable product by one of the following:
   1. Armstrong World Industries, Inc.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.
   1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.

3.3 INSTALLATION

A. General: Install acoustical panel ceilings to comply with ASTM C 636 and seismic design requirements indicated, per manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
B. Suspend ceiling hangers from building's structural members and as follows:
   1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
   2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
   3. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
   4. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
   5. Secure wire hangers to ceiling suspension members and to supports above with a minimum of three tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.

6. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both structure to which hangers are attached and type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
7. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, postinstalled mechanical or adhesive anchors, or power-actuated fasteners that extend through forms into concrete.
8. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
9. Do not attach hangers to steel deck tabs.
10. Do not attach hangers to steel roof deck. Attach hangers to structural members.
11. Space hangers not more than 48 inches (1200 mm) o.c. along each member supported directly from hangers, unless otherwise indicated; provide hangers not more than 8 inches (200 mm) from ends of each member.
12. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.

C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or postinstalled anchors.

D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
2. Screw attach moldings to substrate at intervals not more than 16 inches (400 mm) o.c. and not more than 3 inches (75 mm) from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet (3.2 mm in 3.6 m). Miter corners accurately and connect securely.
3. Do not use exposed fasteners, including pop rivets, on moldings and trim.

E. Install suspension system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.

F. Install acoustical panels with undamaged edges and fit accurately into suspension system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.
1. Arrange directionally patterned acoustical panels as follows:
   a. As indicated on reflected ceiling plans.
   b. Install panels in a basket-weave pattern.
2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension system runners and moldings.
3. For reveal-edged panels on suspension system runners, install panels with bottom of reveal in firm contact with top surface of runner flanges.
4. For reveal-edged panels on suspension system members with box-shaped flanges, install panels with reveal surfaces in firm contact with suspension system surfaces and panel faces flush with bottom face of runners.
5. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.

6. Install hold-down clips in areas indicated, in areas required by authorities having jurisdiction, and for fire-resistance ratings; space as recommended by panel manufacturer's written instructions, unless otherwise indicated.
7. Protect lighting fixtures and air ducts to comply with requirements indicated for fire-resistance-rated assembly.

3.4 CLEANING

A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION

SECTION 09780

FLOOR SEALER

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Penetrating floor sealer.

1.3 SUBMITTALS

A. Product data including technical specifications and installation requirements.
B. Samples. 12 inch square sample of material on concrete surface.

1.4 JOB CONDITIONS

A. Weather Conditions: Proceed with installation when weather conditions are in compliance with manufacturers recommended imitations.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, provide one of the following products at a rate of 200 sq. ft. per gallon:
   1. "SLX 100": ProSoCo
   2. "Dynasylan BA-N Plus: Sivento, Inc.

PART 3 - EXECUTION

3.1 PREPARATION

A. Comply with manufacturer's instructions for preparation of substrates to receive floor sealer.
B. Clean all floor surfaces of old paint, trash, concrete spillage, etc. to ensure concrete slab to be sealed is restored to original condition.
C. Mask off adjoining surfaces not to receive floor sealer and close off floor drains to prevent spillage and migration of liquid materials outside membrane area.

3.2 INSTALLATION

A. General: As recommended by manufacturer.

3.3 PROTECTION

A. Provide protections to ensure that work will be without damage or deterioration at time of final acceptance.

END OF SECTION

SECTION 09810

FERROUS METAL SPECIAL COATINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Extent of Coating: The application of the special coating system shall include the following:
   1. Abrasive Blast Cleaning Surface Preparation: All ferrous metal surfaces to receive a coating system and all bolted surfaces.
   2. Primer: All ferrous metal surfaces.
   3. Finish Coats: All exposed steel shall receive a finish coat.

B. Scope of Coating Application: The application of the special coating system includes surface preparation, prime coat, finish coat, coating maintenance and coating repair.

C. Prepare surfaces and apply prime coat in the steel fabricator's plant. Apply primer to surfaces of bolted connections. At the Contractor's option, top coats may be applied in the shop or in the field after erection

D. Critical Areas: Areas requiring special coating application techniques/procedures include edges, corners, fillets, bolted connections, welded connections and repairs.

E. Types of special coatings specified includes the following:
   1. Type 1: Preparation and primer for structural steel that will be coated with spray on fire resistive materials.
      a. Surface Preparation: Commercial blast. SSPC-SP6.
      b. Primer Polyamide Epoxy.
   2. Type 2. Preparation, primer, and finish system for exposed structural steel.
      a. Surface Preparation: Commercial blast, SSPC-SP6.
      b. Primer: Polyamide Epoxy.
      c. Finish Coat: Aliphatic Acrylic Polyurethane Enamel.

1.3 RELATED SECTIONS

A. Division 5 Section "Structural Steel" for steel fabrication and assembly requirements.

B. Division 7 Section "Sprayed Fire Resistive Materials" for scope of structural steel that will be blast cleaned only for application of fire-resistive material.

1.4 DEFINITIONS

A. Maintenance means preservation, conservation, safeguarding, upkeep, or to hold or keep in a particular state. Maintenance includes the management of the coating process from the beginning of the original application to its present as well as future state. Maintenance includes the inspection, record keeping, and observation of the coating and its condition. It also includes repair procedures that are established by studying the substrate, coating

materials, extent of failure type of failure, adhesion of existing coating, as well as other variables that effect the performance of the coating.

B. Repair means fix, recondition renew, rebuild, patch or restore to a sound state. Repair refers to the actual act of reconditioning, rebuilding, and restoring a coating to its proper condition and protection standard.

1.5 PERFORMANCE REQUIREMENTS

A. Provide coating systems that comply with the following performance requirements:
   1. Abrasion: Comply ASTM D4060. CS-17 Wheel. 1,000 grams load with not more than 96 mg loss after 1,000 cycles.
   2. Adhesion. Comply with ASTM D4541 with not less than 800 psi, average of three trials.
   3. Exterior Exposure: Comply with ASTM G53, with no blistering, cracking, or chalking and no more than 4.0 MacAdam units color change after 1,500 hours.
   4. Salt Fog Spray: Comply with ASTM B117 with no more than 1/16 inch rust creepage at scribe and no rusting at edges after 1,000 hours exposure.

1.6 SUBMITTALS

A. Product data and Material Safety Data Sheets (MSDS) for each coating material specified.
B. Provide the manufacturers technical information, including label analysis and instructions for handling, storing, and applying each material proposed for use.
C. List each material and cross-reference the specific coating, finish system, and application. Identity each material by the manufacturers catalog number and general classification.
D. Certification by the manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOC's).
E. Certification by the manufacturer that products supplied comply with the performance requirements specified.
F. Coating Manufacturers "Coating Application, Maintenance and Repair Procedures Manual".
G. Samples: Provide samples of each color and material to be applied with texture to simulate actual conditions on representative samples of the actual substrate.
   1. Provide stepped samples, defining each separate coat. Use representative colors when preparing samples for review. Resubmit until the required sheen, color, and texture are achieved.
   2. Provide additional samples as specified above, with scratched and abraded surfaces. Repair one side of the sample with in accordance with repair procedures included in the "Coating Application, Maintenance and Repair Procedures Manual".
   3. Provide a list of material and application for each coat of each sample. Label each sample as to location and application.
   4. Submit samples on steel substrate for the Architect's review of color and texture only.

1.7 QUALITY ASSURANCE

A. Paint Applicator Qualifications: Paint contractors shall be qualified by audit according to criteria accepted under SSPC guidelines and the Architect's quality assurance audit.
B. Single-Source Responsibility: Provide primers and undercoat material produced by the same manufacturer as the finish coat(s) for each type of coating. Use only thinners recommended by the manufacturer and only within recommended limits.

C. Finish Samples: Duplicate finishes of prepared samples. Provide full-coat finish samples on selected steel surfaces until the required sheen, color, and texture are obtained.
   1. Final acceptance of colors will be from job-applied samples.
   2. The Architect will select surface to represent surfaces and conditions for each type of coating and substrate to be coated. Apply coatings to this surface as specified. After finishes are accepted, this surface will be used for evaluation of coaling system.

1.8 DELIVERY, STORAGE AND HANDLING

A. Deliver materials to the applicator, either in the shop or field, in the manufacturer's original, new, unopened packages and containers bearing manufacturer's name and label and the following information:
   1. Name or title of material.
   2. Manufacturer's name, stock numbers, and dates of manufacture.
   3. Contents by volume, for major pigment and vehicle constituents.
   4. Thinning instructions.
   5. Application instructions.
   6. Color name and number.
   7. Handling instructions and precautions.

B. Store materials not in actual use in tightly covered containers at a minimum ambient temperature of 45 degrees F in a well ventilated area. Maintain containers used in storage of coatings in a clean condition, free of foreign materials and residue.

C. Cleanliness: Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary precautionary measures to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of coatings.

1.9 PROJECT CONDITIONS

A. Apply coatings only when the temperature of surfaces to be coated and surrounding air temperatures are between 50 degrees F and 90 degrees F.

B. Do not apply coatings in snow, rain, fog, or mist; when the relative humidity exceeds 70 percent; at temperatures less than 5 degrees F above the dew point; or to damp or wet surfaces. Allow wet surfaces to dry thoroughly and attain the temperature and conditions specified before proceeding with or continuing the coating operation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products: The standards for quality and performance are based on products manufactured by Tnemec Company, Inc.

B. Acceptable Manufacturers: Subject to compliance with requirements of the specified product other acceptable manufacturers include the following:
   1. Ameron Protective Coatings Division.
   2. Carboline Company.
   3. ICl/Devoe.
   4. PPC Industries Inc.
   5. Sherwin Williams.

2.2 MATERIALS

A. Blasting Media: As required to produce the specified blast profile.
B. VOC Complianc: Provide materials that comply with the Air Quality Control regulations of the local Air Quality Management District having jurisdiction over the location of the project or EPA Region II. In the event that local regulations are silent on specific applications, comply with the National Volatile Organic Compound Emission Standards for Architectural Coatings (40 CFR Part 59).
C. Primer: Polyamide Epoxy with a minimum volume solids of 54 percent. Apply primer at a rate to achieve a dry film thickness of 3 to 5 mils.
    1. Acceptable product:
        a. "Series 66 Hi-Build Epoxoline": Tnemec Company, Inc.
D. Finish Coat: Aliphatic Acrylic Polyurethane Enamel, semi gloss finish, with a minimum volume solids of 56 percent. Apply at a rate to achieve a dry film thickness of 2 to 5 mils:
    1. Acceptable Product:
        a. "Series 73, Endura-Shield" Tnemec Company, Inc.
        b. Color: Tnemec 1C73-1243, "Endura-Shield III, Aluminum.

2.3 COATING APPLICATION

A. Surface Preparation: Clean surfaces to the following surface cleanliness in accordance with the. Steel Structures Painting Council specifications For commercial blast applications use blasting media to provide a surface profile of 1.5 mils.
    1. Surfaces Specified to Receive Commercial Bast Cleaning: SSPC SP6
B. Application Requirements: The Coating Manufacturer shall prepare specifically for this project a Coating Application, Maintenance and Repair Procedures Manual. This manual shall specify specific application and touch-up requirements for this Project. The manufacturer shall address the following application requirements:
    1. Weather and Dew Point.
    2. Method of Application (brush, roll or spray including what type of equipment).
    3. Mill Thickness and time between surface preparation and application of primer.
    4. Equipment cleanliness.
    5. Surface preparation prior to application of each coat.
    6. Drying time between primer and finish coat(s) and after application of finish coat.
    7. Pot Life.
    8. Thinning.
    9. General application techniques for critical areas to be coated.
    10. Requirement that all foreman and applicators understand the Coating Application, Maintenance and Repair Procedure Manual requirements.
C. Coating Application shall describe surface preparation requirements, the maximum time allowed between surface preparation and primer application, primer and top coat(s) curing time, and procedure for checking minimum and maximum wet and dry film thickness of the primer and top coat(s). Identify procedures for coating critical mil thickness locations e.g. fillets, edges. Welds, bolted connection). See articles "SHOP APPLIED COATINGS AND SURFACE PREPARATION" and "FIELD APPLIED COATINGS" located in this section for additional requirements.

2.4 MAINTENANCE

A. Responsibility: Maintenance shall be the responsibility of the following parties:
   1. Manufacturer: The coating manufacturer shall be responsible for establishing maintenance procedures and coating application procedures based on the requirements specified in this section and by the manufacturer's product requirements.
   2. Contractor: The Contractor shall be responsible for coating maintenance from the date of Notice to Proceed to Final Completion of the Contract.
   3. Owner: The Owner shall be responsible for coating maintenance after Final Completion of the Contract, subject to the Coating Application, Maintenance and Repair Procedures Manual.

B. Maintenance Procedure: The maintenance procedure shall provide a systematic process for inspection, record keeping and observation, coating application, and repair procedures.

2.5 REPAIR

A. Responsibility Shop repair shall be the responsibility of the following parties:
   1. Contractor: The Contractor shall be responsible for coating Repair from the date of Notice to Proceed to Final Completion of the Contract.
   2. Owner: The Owner shall be responsible for repairs after Final Completion of the Contract.

B. Repair procedures shall be specified by the Manufacturer. Repair procedures will vary because of the different variables that are involved in evaluating a coating failure. The party responsible for making the repairs to the coating shall determine which type of Repair Procedure shall be employed for a particular coating failure and make the repair based on the manufacturer's procedure.

C. Repair procedures shall establish when a repair is required, what type of repair should be done, with what materials, at what time, and in what manner based on the following considerations:
   1. Types of Failure which may include, but are not limited to, undercutting, blistering, pinpoint rusting, delamination, chalking, checking, and abrasion.
   2. Extent of Failure shall be determined by visual inspection and the use of one the following ASTM standards, as required by the type of failure involved:
      a. ASTM D610 - Evaluating Degree of Rusting on Surfaces of Painted Steel.
      b. ASTM D659 - Evaluating Degree of Chalking of Exterior Paint.
      c. ASTM D660 - Evaluating Degree of Checking of Exterior Paint
      d. ASTM D661 - Evaluating Degree of Cracking of Exterior Paint.
      e. ASTM D662 - Evaluating Degree of Erosion of Exterior Paint.
      f. ASTM D714 - Evaluating Degree of Blistering of Paint.
      g. ASTM D772 - Evaluating Degree of Flaking (Scaling) of Exterior Paint.
      h. Acceptance shall require top visual standards in all of the listed ASTM categories.
   3. Adhesion of the primer coating to the substrate and the top coat to the primer.
   4. Types of coatings involved and their compatibility.
   5. Type of substrate involved.

2.6 SHOP APPLIED COATINGS AND SURFACE PREPARATION

A. General: Surface preparation, coating application, delivery and handling of coated steel, inspection record keeping, observation, and repair of the coating systems shall be performed in accordance with the Coating Application, Maintenance and Repair Procedures Manual provided by the Coating Manufacturer.
B. Implementation: The Coating Application. Maintenance and Repair Procedures Manual shall be implemented by the Contractor.
C. Coating Application and Repair: Coating application and repair shall be provided by the Steel Fabricator.

PART 3 - EXECUTION

3.1 FIELD APPLIED COATINGS

A. General: The surface preparation, coating application, delivery and handling of coated steel, inspection, record keeping, observation, and repair of the coating system shall be performed in accordance with the Coating Application, Maintenance and Repair Procedures Manual provided by the Coating Manufacturer.
B. Implementation: The Coating Application, Maintenance and Repair Procedures Manual shall be implemented by the Contractor.
C. Coating Application and Repair: Coating application and repair shall be provided by the Contractor.

3.2 FIELD REPAIR

A. General: The steel fabricator shall repair steel components in accordance with the Coating Application, Maintenance and Repair Procedures Manual.

3.3 CLEANING

A. Clean-Up At the end of each work day, remove rubbish, empty cans, rags and other discarded materials from the site
B. Upon completion of work, clean spattered surfaces. Remove spattered coatings by washing, scraping or other proper methods, using care not to scratch or damage adjacent finished surfaces.

3.4 PROTECTION

A. Protect coating from damage. Correct damage by cleaning, repairing, replacing, and recoating as required by the Coating Application. Maintenance and Repair Procedures Manual
B. At substantial completion repairs to damaged or defaced coated surfaces shall be complete.

END OF SECTION

SECTION 09910

PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. This Section includes surface preparation and field painting of the following:
   1. Exposed exterior items and surfaces.
   2. Exposed interior items and surfaces.
   3. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.

B. Paint exposed surfaces, except where the paint schedules indicate that a surface or material is not to be painted or is to remain natural. If the paint schedules do not specifically mention an item or a surface, paint the item or surface the same as similar adjacent materials or surfaces whether or not schedules indicate colors. If the schedules do not indicate color or finish, the Architect will select from standard colors and finishes available.
   1. Painting includes field painting of exposed bare and covered pipes and ducts (including color coding), hangers, exposed steel and iron work, and primed metal surfaces of mechanical and electrical equipment.

C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
   1. Prefinished items include the following factory-finished components:
      a. Architectural woodwork and casework.
      b. Acoustical wall panels.
      c. Metal toilet enclosures.
      d. Elevator entrance doors.
      e. Elevator equipment.
      f. Factory finished mechanical and electrical equipment.
      g. Light fixtures.
      h. Distribution cabinets.
   2. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:
      a. Foundation spaces.
      b. Purred areas.
      c. Ceiling plenums.
      d. Utility tunnels.
      e. Pipe spaces.
      f. Duct shafts.
      g. Elevator shafts.
   3. Finished metal surfaces include the following:
      a. Anodized aluminum, b, Stainless steel.

b. Chromium plate
c. Copper
d. Bronze and brass

4. Operating parts include moving parts of operating equipment and the following:
   a. Valve and damper operators.
   b. Linkages.
   c. Sensing devices.
   d. Motor and fan shafts
5. Labels: Do not paint over Underwriters Laboratories (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating. or nomenclature plates.

1.3 DEFINITIONS

A. General: Standard coating terms defined in ASTM D 16 apply to this Section.
   1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
   2. Eggshell refers to low-sheen finish with a gloss range between 5 and 20 when measured at a 60-degree meter,
   3. Satin refers to low-sheen finish with a gloss range between 15 and 35 when measured at a 60-degree meter,
   4. Semigloss refers to medium-sheen finish with a gloss range between 30 and 65 when measured at a 60-degree meter.
   5. Full gloss refers to high-sheen finish with a gloss range more than 65 when measured at a 60-degree meter.

1.4 SUBMITTALS

A. Product Data: For each paint system specified. Include block fillers and primers.
   1. Material List: Provide an inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system. and application. Identify each material by manufacturer's catalog number and general classification.
   2. Manufacturer's Information: Provide manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material proposed for use.
   3. Certification by the manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOC's)
B. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors available for each type of finish-coat material indicated.
   1. After color selection, the Architect will furnish color chips for surfaces to be coated.
C. Samples for Verification: Of each color and material to be applied, with texture to simulate actual conditions, on representative Samples of the actual substrate.
D. Provide stepped Samples, defining each separate coat, including block fillers and primers. Use representative colors when preparing Samples for review, Resubmit until required sheen, color and texture are achieved
E. Provide a list of materials and applications for each coat of each sample. Label each sample for location and application.
F. Submit Samples on the following substrates for the Architect's review of color and texture only:
   1. Concrete: Provide two 4-inch- square samples for each color and finish.

2. Concrete Masonry: Provide two 4-by-B-inch samples of masonry, with mortar joint in the center, for each finish and color.
3. Painted Wood: Provide two 12-inch- square samples of each color and material on hardboard.
4. Stained or Natural Wood: Provide two 4-by-8-inch samples of natural or stained-wood finish on actual wood surfaces
5. Ferrous Metal: Provide two 4-inch square samples of flat metal and two 8-inch- long samples of solid metal for each color and finish.

G. Qualification Data: For firms and persons specified in the 'Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

1.5 QUALITY ASSURANCE

A. Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to that indicated for this Project with a record of successful in-service performance.
   1. Multicolor Finish Applicator shall have successfully completed the manufacturer's training program.

B. Source Limitations: Obtain primers, and undercoat materials for each coating system from the same manufacturer as the finish coats. Block fillers are excluded from this requirement.

C. Benchmark Samples (Mockups): Provide a full-coat benchmark finish sample of each type of coating and substrate required on the Project. Comply with procedures specified in PDCA PS. Duplicate finish of approved prepared samples.
   1. The Architect will select one room or surface to represent surfaces and conditions for each type of coating and substrate to be painted.
      a. Wall Surfaces: Provide samples on at least 100 sq. ft. of wall surface.
      b. Small Areas and Items: The Architect will designate an item or area as required.
   2. After permanent lighting and other environmental services have been activated, apply coatings in this room or to each surface according to the Schedule or as specified. Provide required sheen, color, and texture on each surface.
      a. After finishes are accepted, the Architect will use the room or surface to evaluate coating systems of a similar nature.
   3. Final approval of colors will be from job-applied samples.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to the Project Site in manufacturers original, unopened packages and containers bearing manufacturer's name and label, and the following information:
   1. Product name or title of material.
   2. Product description (generic classification or binder type).
   3. Manufacturer's stock number and date of manufacture.
   4. Contents by volume, for pigment and vehicle constituents.
   5. Thinning instructions.
   6. Application instructions.
   7. Color name and number.
   8. Volatile Organic Contents IVOC).

B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain containers used in storage in a clean condition, free of foreign materials and residue.
   1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

1.7 PROJECT CONDITIONS

A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between SO and 90 deg F.
B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 and 95 dog F.
C. Do not apply paint in snow, rain, fog, or mist: or when the relative humidity exceeds 85 percent, or at temperatures less than S deg F above the dew point; or to damp or wet surfaces.
   1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

1.8 EXTRA MATERIALS

A. Furnish extra paint materials from the same production run as the materials applied in the quantities described below. Package paint materials in unopened, factory-sealed containers for storage and identify with labels describing contents. Deliver extra materials to the Owner.
   1. Quantity: Furnish the Owner with an additional 5 percent, but not less than 1 gal. or 1 case, as appropriate, of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturer: Subject to compliance with requirements, provide products from one of the following.
   1. Benjamin Moore & Co.
   2. ICI Dulux
   3. PPG Industries, Inc.
   4. Sherwin-Williams Co.
   5. Tnemec, Inc.
   6. Frazee Industries, Inc.

2.2 PAINT MATERIALS, GENERAL

A. Material Compatibility: Provide block fillers, primers. undercoats. and finish-coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

B. VOC Compliance: Provide materials that comply with the Air Quality Control regulations of the local Air Quality Management District having jurisdiction over the location of the project or EPA Region II, In the event that local regulations are silent on specific applications, comply with the National Volatile Organic Compound Emission Standards for Architectural Coatings (40 CFR Part 59).

C. Material Quality: Provide manufacturers best-quality paint material of the various coating types specified. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
   1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to he used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed substitutions.

D. Colors: Provide color selections made by Architect as indicated in the Room Finish Schedule and as follows:
   1. Exterior miscellaneous metals used in stair systems, including, but not limited to stringers, rails, and risers, shall be painted to match Centria Fluorofrnish 4200. Deep Sea Blue.
   2. Structural steel components that are not shop finished shall be painted to match Tnemec 1C 73-1243 Endura-Shield III. Aluminum.

E. Primers:
   1. Block Filler: Tnemec 130-6602 Acrylic Cementitious Block Filler
   2. Latex Based Interior Primer: Tnemec Series 51-792 PVA Sealer.
   3. Rust Inhibiting Primer: Tnemec Series 4 Versare Primer
   4. Non-Ferrous Metal Primer: Tnemec Series 27 Typoxy.
   5. Galvanized Steel Primer: Tnemec Series 66, Hi-Build Epoxoline

F. Special coatings for interior use in areas subject to moisture and food preparation:
   1. Two component, high-performance, cycloaliphatic amine-epoxy finish coating: Tnemec, Series 83, Ceramlon II

G. Exterior Finish Paint Materials:
   1. Aliphatic Acrylic Polyurethane: Tnemec Series 73 Endura-Shield

H. Interior Finish Coat Material:
   1. Acrylic Emulsion: Tnemec Series 6 Tnemec-Cryl
   2. Latex based Eggshell Enamel: Sherwin Williams ProMar 200- B20W200 Series
   3. Latex-based Interior Flat Paint. Sherwin Williams ProMar 200- B30W200 Series

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with the Applicator present, under which painting will be performed for compliance with paint application requirements.
   1. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
   2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.

B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
   1. Notify the Architect about anticipated problems using the materials specified over substrates primed by others.

3.2 PREPARATION

A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before surface preparation and painting.
   1. After completing painting operations in each space or area. reinstall items removed using workers skilled in the trades involved.

B. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease before cleaning.
   1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
   1. Provide barrier coats over incompatible primers or remove and reprime.
   2. Cementitious Materials: Prepare concrete, concrete masonry units, cement plaster, mineral-fiber-reinforced cement panel, and glass fiber reinforced gypsum board surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
      a. Use abrasive blast-cleaning methods if recommended by paint manufacturer.
      b. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition before application. Do not paint surfaces where moisture content exceeds that permitted in manufacturer's written instructions.
   3. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with surface preparation specifications prepared by The Society for Protective Coatings (SSPC).
      a. Blast steel surfaces clean as recommended by paint system manufacturer and according to requirements of SSPC-SP 6, Commercial Blast Cleaning.
      b. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with the same primer as the shop coat.

D. Materials Preparation: Mix and prepare paint materials according to manufacturers written instructions.
   1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
   2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain paint before using.
   3. Use only thinners approved by paint manufacturer and only within recommended limits.

3.3 APPLICATION

A. General. Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
   1. Paint colors, surface treatments, and finishes are indicated in the schedules.
   2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
   3. Provide finish coats that are compatible with primers used.
   4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convector covers, covers for finned-tube radiators, grilles, and similar components are in place. Extend coatings into these areas, as required, to maintain the system integrity and provide desired protection.
   5. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before the final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
   6. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.
   7. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.

B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
   1. The film thicknesses required are the same regardless of application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Sand between applications to produce a smooth, even surface according to manufacturer's written instructions.
   2. Omit primer on metal surfaces that have been shop primed and touchup painted.
   3. If undercoats or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
   4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion,

C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturers written instructions.
   1. Brushes: Use brushes best suited for the type of material applied. Use brush of appropriate size for the surface or item being painted.
   2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
   3. Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required.

D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer, Finish coats shall be provided in the dry film thickness specified in the schedules located at the end of this Section

E. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and in occupied spaces.

F. Mechanical items to be painted include, but are not limited to, the following:
   1. Piping, pipe hangers, and supports.
   2. Heat exchangers.
   3. Tanks.
   4. Ductwork.
   5. Insulation Motors and mechanical equipment.
   6. Accessory items.

G. Electrical items to be painted include, but are not limited to the following:
   1. List below contains electrical items that are usually field painted. Add other items to suit the project.
   2. Conduit and fittings.
   3. Switchgear.
   4. Panelboards.

H. Block Fillers: Apply block fillers to concrete masonry block and cast-in-place concrete at a rate to ensure complete coverage with all pores filled.

I. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to surfaces that are required to be painted or finished and that have not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or other defects due to insufficient sealing.

J. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

K. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.4 FIELD QUALITY CONTROL

A. The Owner reserves the right to invoke the following test procedure at any time and as often as the Owner deems necessary during the period when paint is being applied:
   1. The Owner will engage the services of an independent testing agency to sample the paint material being used. Samples of material delivered to the Project will be taken, identified, sealed, and certified in the presence of the Contractor.
   2. The testing agency will perform appropriate tests for the following characteristics as required by the Owner:
      a. Quantitative material analysis.
      b. Abrasion resistance,
      c. Apparent reflectivity.
      d. Flexibility
      e. Washability Absorption.
      f. Accelerated weathering.
      g. Dry opacity.
      h. Accelerated yellowness.
      i. Recoating.
      j. Skinning
      k. Color retention,
      l. Alkali and mildew resistance.

3. The Owner may direct the Contractor to stop painting if test results show material being used does not comply with specified requirements. The Contractor shall remove noncomplying paint from the site, pay for testing. and repaint surfaces previously coated with the rejected paint, It necessary, the Contractor may be required to remove rejected paint from previously painted surfaces if on repainting with specified paint the two coatings are incompatible

3.5 CLEANING

A. Cleanup. At the end of each workday remove empty cans, rags, rubbish, and other discarded paint materials from the site,
   1. After completing painting, clean glass and paint-spattered surfaces, Remove spattered paint by washing and scraping Be careful not to scratch or damage adjacent finished surfaces.

3.6 PROTECTION

A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
B. Provide “Wet Paint’ signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
   1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces, Comply with procedures specified in Painting and Decorating Contractors of American (PDCA) Specification P1.

3.7 EXTERIOR PAINT SCHEDULE

A. General: Provide the following paint system for the various substrates indicated.
B. Concrete:
   1. Acrylic Emulsion: Two coats
      a. Block Filler: Acrylic block filler
      b. First Coat: Acrylic Emulsion (1.5 mils)
C. Concrete Masonry Units:
   1. Acrylic Emulsion: Two coats
      a. Block Filler: Acrylic block filler
      b. First Coat: Acrylic Emulsion (1.5 mils)
D. Structural Metal Fabrications: Primer is not required on shop primed items (Test for compatibility.)
   1. Epoxy/Urethane: Two coats
      a. Primer/Tie Coat: High build epoxy
      b. First Coat: Polyurethane
E. Sheet Metal Materials: Primer is not required on shop primed items Test for compatibility.)
   1. Acrylic Emulsion: Two coats
      a. Primer/Tie C-oat: Rust Inhibiting Primer
      b. First Coat: Acrylic Emulsion (1.5 mils)
F. Zinc Coated Metals
   1. Epoxy Urethane Two coats
      a. Primer: High build epoxy
      b. First Coat Polyurethane

G. Non-Ferrous Metal
   1. Epoxy/Urethane: Two coats
      a. Primer: High build epoxy
      b. First Coat. Polyurethane

3.8 INTERIOR PAINT SCHEDULE

A. General, Provide the following paint systems for the various substrates, as indicated.
B. Concrete:
   1. Acrylic Emulsion: Two coats
      a. Block Filler Acrylic block filler
      b. First Coat Acrylic Emulsion (1.5 mils)
C. Concrete Masonry Units:
   1. Acrylic Emulsion: Two coats
      a. Block Filler: Acrylic block filler
      b. First Coat: Acrylic Emulsion (1.5 mils)
D. Gypsum Board:
   1. Eggshell Enamel Finish: Three coats
      a. Primer Latex Based Interior Primer
      b. First Coat Eggshell Enamel
      c. Second Coat: Eggshell Enamel
E. Gypsum Board Partitions, in Rooms subject to Moisture and Food Preparation:
   1. High-Performance, Cycloalaphatic Amine-epoxy Coating:
      a. First Coat Vinyl-acrylic Latex Drywall Sealer
      b. Second Coat: High-solids cycloalaphatic amine-epoxy coating
F. Concrete and Concrete Masonry Units in Toilets, Showers, Drying Rooms. Locker Rooms, Training Rooms, Weight Rooms, Commissary, and Concessions:
   1. High-Performance, Cycloalaphatic Amine-epoxy Coating:
      a. First Coat: Acrylic Cementitious Block Filler
      b. Second Coat: High-solids, cycloalaphatic amine-epoxy coating
G. Glass Mesh Mortar Units (GMMU) on Walls and Ceilings (Tile backer Board):
   1. High-Performance, Cycloalaphatic Amine-epoxy Coating:
      a. Preparation: Finish system as specified in Division 9 Section, “Gypsum board Assemblies”.
      b. First Coat: Vinyl-acrylic Latex Drywall Sealer.
      c. Second Coat: High-solids cycloalaphatic amine-epoxy coating.
H. Ferrous Metal: Refer to Section 09810
I. Zinc-Coated Metal:
   1. Acrylic Emulsion: Two coats
      a. Primer: Galvanized Metal Primer
      b. First Coat: Acrylic Emulsion (1.5 mils)

END OF SECTION’

SECTION 11485

SPORT NET AND RECREATIONAL EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 - General Requirements apply to work of this section.

1.2 SECTION INCLUDES

A. Sport nets and recreational equipment including the following:
   1. Baseball netting.
   2. Baseball batting cage nets.
   3. Multi-sport and golf cage nets.
   4. Cage frames.
   5. Baseball field accessories.
   6. Ball barrier and divider nets.
   7. Gym divider curtains.
   8. Vinyl backdrop curtains.
   9. Tennis nets.
   10. Tennis accessories.
   11. Tennis court divider nets.
   12. Windscreens.
   13. Archery netting.

1.3 SUBMITTALS

A. Submit under provisions of Section 01300.
B. Product Data: Manufacturer's data sheets on each product to be used, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation methods.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

1.5 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Carron Net Co., Inc. , which is located at: P. O. Box 177 1623 - 17th St. ; Two Rivers, WI 54241 ; Toll Free Tel: 800-558-7768 ; Tel: 920-793-2217; Email: request info (sales@carronnet.com); Web: www.carronnet.com
B. Substitutions: Not permitted.
C. Requests for substitutions will be considered in accordance with provisions of Section 01600.

2.2 APPLICATIONS/SCOPE

A. Baseball Netting: nylon, 1-3/4 inches mesh used for baseball barrier. Refer to drawings for size and shape.
   1. Carron Stock #77705 - #36 nylon, 1-3/4 inches mesh, knotted netting, color: Black (weather treated for outdoors). Cord tensile strength: 340 lbs.
   2. Carron Stock #77702 - #21 nylon, 1-3/4 inches mesh, knotted netting, color: Black (weather treated for outdoors). Cord tensile strength: 210 lbs.
   3. Carron Stock #62407 - #420 nylon, 1-3/4 inches mesh, knotless netting. Cord tensile strength: 135 lbs.
   4. Color for Netting:
      a. Black.
      b. White.
      c. Green.
   5. Edge Binding for Netting:
      a. Nets are edge bordered with 5/16 poly rope binding. (standard)
      b. Nets are edge bordered with 1-1/2 inch finished with vinyl binding with grommets. Specify required grommet location and spacing.

B. Baseball Batting Cage Nets: Batting cage nets shall be made with the three dimensional shapes of a top and four side walls. The mesh size shall be 1-3/4 inches square mesh and all edges shall be tape bound. Flexabar Black weather resistant treatment shall be applied at the factory for weather protection.
   1. Carron stock #60410 Batting Cage Net, #21 nylon, 10 feet H by 10 feet W by 70 feet L, Black.
   2. Carron stock #60412 Batting Cage Net, #21 nylon, 10 feet H by 12 feet W by 70 feet L, Black.
   3. Carron stock #60415 Batting Cage Net, #21 nylon, 12 feet H by 12 feet W by 75 feet L, Black.
   4. Carron stock #60416 Batting Cage Net, #21 nylon, 12 feet H by 14 feet W by 70 feet L, Black.
   5. Carron stock #60417 Batting Cage Net, #21 nylon, 12 feet H by 14 feet W by 75 feet L, Black.
   6. Carron stock #60420 Batting Cage Net, #36 nylon, 10 feet H by 10 feet W by 70 feet L, Black.
   7. Carron stock #60422 Batting Cage Net, #36 nylon, 10 feet H by 12 feet W by 70 feet L, Black.
   8. Carron stock #60425 Batting Cage Net, #36 nylon, 12 feet H by 12 feet W by 75 feet L, Black.
   9. Carron stock #60426 Batting Cage Net, #36 nylon, 12 feet H by 14 feet W by 70 feet L, Black.

10. Carron stock #60427 Batting Cage Net, #36 nylon, 12 feet H by 14 feet W by 75 feet L, Black.
11. Size(s) as indicated on Drawings.

C. Multi-Sport and Golf Cage Nets: Combination cage nets shall be made with the three dimensional shapes of a top and four side walls. The mesh size shall be 3/4 inch square mesh and all edges shall be tape bound.
1. Carron stock #60430 Multi-Sport Cage Net 10 feet H by 10 feet W by 70 feet L, White.
2. Carron stock #60431 Multi-Sport Cage Net 10 feet H by 10 feet W by 70 feet L, Black.
3. Carron stock #60432 Multi-Sport Cage Net 10 feet H by 12 feet W by 70 feet L, White.
4. Carron stock #60433 Multi-Sport Cage Net 10 feet H by 12 feet W by 70 feet L, Black.
5. Carron stock #60435 Multi-Sport Cage Net 12 feet H by 12 feet W by 75 feet L, White.
6. Carron stock #60436 Multi-Sport Cage Net 12 feet H by 12 feet W by 75 feet L, Black.
7. Size(s) as indicated on Drawings.

D. Cage Frames/Kits: Provide hardware/framing to suspend netting for use.
1. Carron stock #61503 Indoor Steel Frame Unit - made of 2 inch O.D. steel. Guy cables, net support cables, snap hooks, take-up devices and floor plates. For sizes up to 12 feet H by 12 feet W by 75 feet L.
2. Carron stock #61505 Outdoor Steel Frame Unit- made of 2 inch O.D. steel. Guy cables, net support cables, snap hooks, take-up devices, ground sockets and anchors. For sizes up to 12 feet H by 12 feet W by 75 feet L.
3. Steel Cable Wall Suspension: Provide cable suspension to support cage wall-to-wall.
    a. Carron stock #61507 Steel Cable and Hardware: Three 100 feet. steel cables, 12 cable clamps, 6 thimbles, 3 turnbuckles, and 75 snaps. Wall eye bolts not included.

E. Baseball Field Accessories:
1. Fence Crown, Corrugated Plastic: Available in Yellow or Black. Slit to attach to top of fence rail, 4 inch (102 mm) diameter. Refer to drawings for size.
    a. Carron stock #62512 Fence Crown, Yellow. Matching tie wraps for installation.
    b. Carron stock #62512 Fence Crown, Black. Matching tie wraps for installation.
2. Outfield fence and Batter's Eye Windscreen. See Section K for windscreen details and specifications.

F. Ball Barrier and Divider Nets: Provide practice and guard nets as indicated on the drawings and as scheduled on the Court/Track Event Layout drawings.
1. Nets to be:
    a. Dead Hung (fixed position)
    b. Walk-draw
2. Specify size per net
3. Constructed of:
    a. Carron stock #77701 - #21 knotted nylon, 1-1/2 inch mesh.
    b. Carron stock #77702 - #21 knotted nylon, 1-3/4 inch mesh.
    c. Carron stock #77703 - #21 nylon, 4 inch mesh.
    d. Carron stock #77705 - #36 knotted nylon, 1-3/4 inch mesh.
    e. Carron stock #77706 - #252 knotless nylon, 3/4 inch mesh

f. Carron stock #77707 - #252 knotless nylon, 1-1/4 inch mesh
g. Carron stock #77711 - #420 knotless nylon, 1-3/4 inch mesh.

4. Color for Netting:
   a. Black.
   b. White.
   c. Green.
5. Edge Binding for Netting:
   a. Nets are edge bordered with 5/16 poly rope binding on all edges.
   b. Nets are edge bordered with 1-1/2 inch finished width vinyl binding with grommets. Specify required grommet location and spacing.
6. Finishing Options for Netting:
   a. Addition of vinyl pocket with chain weight on bottom edge of netting.
   b. Addition of 12 inch vinyl kick panel on bottom edge.
   c. Addition of hook and loop closure to vertical edges of nets to allow multiple sections to be connected together.
7. Installation Hardware Required:
   a. Carron stock #75600 Aluminum tracking for suspending and drawing the nets as required per the drawings and as scheduled on the Court/Track Event Layout drawings. Aluminum I-beam channel track (11 gauge), complete with one carrier per lineal foot, hanging clamps (provided every 4 feet) or ceiling clamps (provided every 5 feet), 2 end stops and splice clamps as needed for joining track sections together.
   b. Cable assembly) for suspending and drawing the nets as required per the drawings and as scheduled on the Court/Track Event Layout drawings. Including turnbuckles, 1/4 inch galvanized steel cable, cable clamps, and thimbles. Contractor to provide eye bolts/anchors of whatever type appropriate for wall type where cable assembly is to be installed.
8. Other construction needs as indicated on the drawings and as scheduled on the Court/Track Event Layout drawings.

G. Gym Divider Curtain: Provide divider curtain as indicated on the drawings and as scheduled on the Court/Track Event Layout drawings. The upper part shall be made of smooth hanging White mesh to allow light to pass through and air to circulate. The lower portion shall be of opaque vinyl, color to be determined by architect. Curtains to be 4 inch finished width vinyl bound on all edges and have grommets on top edge spaced on 12 inches centers.

1. Curtains to be:
   a. Dead hung (fixed position).
   b. Walk-draw.
2. Specify sizes:
   a. Total height of curtain: _____
   b. Total width of curtain: _____
3. Bottom section constructed of 18 oz laminated vinyl. Vinyl shall span the bottom 8 feet of the curtain.
   a. Gray.
   b. White.
   c. Royal blue.
   d. Yellow.
   e. Green.
   f. Black.
   g. Red.
4. Top Section Constructed of:
   a. Caro-mesh (Scrim) - 8 oz PVC coated scrim mesh, White.

b. Carron stock #77701 - #21 knotted nylon, 1-1/2 inch mesh, White.
c. Carron stock #77706 - #252 knotless nylon, 3/4 inch mesh, White.
d. Carron stock #77711 - #420 knotless nylon, 1-3/4 inch mesh, White.

5. Finishing Options for Netting:
   a. Addition of vinyl pocket with chain weight (to aid in ball retention) on bottom edge of netting.
   b. Addition of 12 inch vinyl kick panel on bottom edge.
   c. Addition of hook and loop to vertical edges of nets to allow multiple sections to be connected together.
6. Installation Hardware Required:
   a. Carron stock #75600 Aluminum tracking for suspending and drawing the nets as required per the drawings and as scheduled on the Court/Track Event Layout drawings. Aluminum I-beam channel track (11 gauge), complete with one carrier per lineal foot, hanging clamps (provided every 4 feet) or ceiling clamps (provided every 5 feet), 2 end stops and splice clamps as needed for joining track sections together.
   b. Cable assembly for suspending and drawing the nets as required per the drawings and as scheduled on the Court/Track Event Layout drawings. Including turnbuckles, 1/4 inch galvanized steel cable, cable clamps, and thimbles.
7. Other construction needs as indicated on the drawings and as scheduled on the Court/Track Event Layout drawings

H. Vinyl Backdrop Curtain: Provide vinyl backdrop curtains as indicated on drawings and as scheduled on the Court/Track Event Layout drawings. Backdrop shall be constructed of solid vinyl and have 1-1/2 inch finished width vinyl binding with grommets on 1 foot centers across top edge.
1. Curtain Size and Color: _____.
2. Material.
   a. Carron stock #75704 - Heavy weight 18 oz per square yard solid vinyl.
   b. Carron stock #75705 - Medium weight 13 oz per square yard solid vinyl.
   c. Other construction needs as indicated on the drawings and as scheduled on the Court/Track Event Layout drawings.

I. Tennis Nets:
1. Carron stock #20100 Hercules Tennis Net, 42 feet by 3-1/4 feet, double Herculite vinyl top binding with a 47 foot vinyl coated cable. Net constructed of #36 nylon with a breaking strength of 340 pounds and 1-3/4 inch square mesh. Abrasion resistant nylon bindings at sides and bottom. "Flexabar" treated for weather resistance.
2. Carron stock #20101 Hercules Tennis Net, 42 feet by 3-1/4 feet, double Herculite vinyl top binding with a 47 foot vinyl coated cable, side pockets and dowels. Net constructed of #36 nylon with a breaking strength of 340 pounds and 1-3/4 inch square mesh. Abrasion resistant nylon bindings at sides and bottom. "Flexabar" treated for weather resistance.
3. Carron stock #20103 Hercules Tennis Net, 42 feet by 3-1/4 feet, double Herculite vinyl top binding with a 47 foot (14.3m) vinyl coated cable, side pockets with dowels and a double center (two layers of netting in top 9 meshes). Net constructed of #36 nylon with a breaking strength of 340 pounds and 1-3/4 inch square mesh. Abrasion resistant nylon bindings at sides and bottom. "Flexabar" treated for weather resistance.
4. Carron stock #20102 Hercules Singles Court Tennis Net, 36 feet by 3-1/4 feet, double Herculite vinyl top binding with a 41 foot vinyl coated cable. Net constructed of #36 nylon with a breaking strength of 340 pounds and 1-3/4 inch square mesh. Abrasion

resistant nylon bindings at sides and bottom. "Flexabar" treated for weather resistance.

J. Tennis Accessories:
   1. Carron stock #21517 Standard Tennis Posts with Reel: Provide tennis post of 2-7/8 inches O.D. steel pipe and finished with epoxy paint with aluminum top cap and ground sleeves. Color Green. Includes Deluxe take-up Tennis Post Reel finished with green epoxy paint, automatic check latch, and long detachable handle
   2. Carron stock #21510 Center Strap, Center straps shall be made of fine quality 2-1/8 inches webbing. Adjustable and complete with galvanized snap hook.
   3. Carron stock #21512 Pipe Anchor for Center Strap (#21510). To be cemented into court, 9 inches long.

K. Tennis Court Divider Net: Constructed of #12 knotted nylon netting, each edge shall be bound with 3/4 inch finished synthetic tape.
   1. Net Sizes: Standard size is 10 feet by 65 feet and two are required for the standard court.
   2. Net (netting) color:
      a. Carron stock #21410 - White.
      b. Carron stock #21411 - Green.
   3. Finishing Options for Nets:
      a. Provide Grommets on 1 foot centers across top edge of nets.
      b. Addition of vinyl pocket with chain weight on bottom edge of netting.
      c. Addition of 12 inch vinyl kick panel on bottom edge.
      d. Addition of hook and loop to vertical edges of nets to allow multiple sections to be connected together.
   4. Installation Hardware for Cable assembly (including turnbuckles, cable, clamps, and thimbles) for suspending and drawing the net as required per the drawings and as scheduled on the Court/Track Event Layout drawings.
   5. Other construction needs as indicated on the drawings and as scheduled on the court/track event Layout drawings.

L. Windscreens: Constructed of vinyl coated polyester or polypropylene mesh woven with sun and weather resistant yarn. All edges are reinforced with 1-1/2 inch finished with Herculite vinyl material and sewn with two rows of stitching. Heavy-duty solid brass grommets are located every 18 inches on all four sides. Warranty: 3 years against cracking and peeling when installed with 50 lb tie wrap. Color: Dark Green.
   1. Length: As indicated or required. Refer to drawings.
   2. Height/Material:
      a. Carron stock #21400: 6 feet H - Open Mesh Screen - Polypropylene. Weight: 1 lb. per 21 sq. ft. of material.
      b. Carron stock #21401: 9 feet H - Open Mesh Screen - Polypropylene. Weight: 1 lb. per 21 sq. ft. of material.
      c. Carron stock #21402: 6 feet H - Closed Mesh Screen - Polyester. Weight: 1 lb. per 17 sq. ft. of material.
      d. Carron stock #21403: 9 feet H - Closed Mesh Screen - Polyester. Weight: 1 lb. per 17 sq. ft. of material.
      e. Custom height (specify height and material preference).
   3. Air Vents: Air Vents every 6 feet or 10 feet, oval shaped. Carron stock #21404.
   4. Center Reinforcement: Allows fastening of screen's center to fence. Carron stock #21405.
      a. Provide on 9 feet high screens to reduce billowing. Must include Carron stock #21501.

5. Nylon cord for attachment (quantity as needed for length). (100 yds per roll). Carron stock #21501.
6. Tie wraps, 7 inch to attach windscreen to existing fencing (50 lbs strength - quantity as needed). Carron stock #21502.

M. Archery Netting: Heavy Duty Archery Netting, 100% nylon, White color. Each piece to be bound with 1-1/2 inch finished width White vinyl binding on all edges with #2 brass grommets 12 inches on center on the top edge. For effective use, nets must be suspended in a free hanging drape. This archery netting is intended for archery practice using no more than a 25-30 pound bow with wood arrows having target points.
1. Standard Net Height: 10 feet.
2. Length: As indicated or required. Refer to drawings.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean surfaces thoroughly prior to installation.
B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions.
B. Install in conformance with manufacturer's recommendations. Provide installation that is complete and to the standards required by League rules.

3.3 PROTECTION

A. Protect installed products until completion of project.
B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 15000

GENERAL MECHANICAL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 - General Requirements apply to Work of this Section.

1.2 SECTION INCLUDES

A. Work covered by this Division shall consist of furnishing all labor, equipment, supplies and materials and in performing all operations necessary for the installation of complete and operating mechanical systems as required by these specifications and/or shown on the drawings, subject to the terms and conditions of the contract. The work shall also include the completion of such mechanical and electrical details not mentioned or shown which are necessary for the successful operation of all systems described on the drawings or required by these specifications; this includes furnishing all materials for filling the systems to make them operable, including water, refrigerant, oil and grease. Prove satisfactory operation of all equipment and controls to the Engineer on request.

B. Work not included – Certain labor, material and equipment may be furnished and/or installed under other divisions of these specifications. This Contractor shall coordinate with other trades and arrange his work to make the part fit together. The following items are to be accomplished under other divisions of these specifications:
   1. Temporary Heat: Refer to paragraph in this Section.
   2. Temporary Water and Toilet: Refer to General Conditions.
   3. Roof Curbs: Refer to paragraph in this Section.
   4. Electrical Equipment and Wiring: Refer to paragraph in this Section.
   5. Concrete: Refer to paragraph in this Section.

C. Equipment Furnished by Owner – Rough-in services pipes to locations as required by architectural and mechanical drawings and equipment shop drawings. Provide service valves on all pipes except waste and vent pipes. Final Connection to equipment will be made by this Contractor.

1.3 BIDDING

A. All mechanical equipment shall be new unless specified otherwise in the specifications or on the drawings.

B. All bids must be based only on the equipment and materials as scheduled on the drawings and as specified or on equivalent equipment and materials. Any Contractor who assumes equivalence of products and who bases his proposal on that assumption does so at his own risk.

C. A listing of approved alternative manufacturers does not mean that all products of a particular alternative manufacturer are acceptable alternative to the scheduled items. All fixtures and devices must still be submitted according to the prescribed procedures. In addition, some items that have an important visual affect, e.g. electric water coolers, may be required to receive Owner's or Architectural approval also.

1.4 EXISTING UTILITIES

A. The drawings indicate the locations, type and sizes of various utilities within the site where known. These utilities are indicated as accurately as possible. If the Contractor encounters any utilities during construction which are not shown on the drawings, they shall ask for written instructions from the Architect. Any relocation or remodeling required will then be directed by a change order. This Contractor shall assume all responsibility for protection of all utilities, shown or not, and for repair required by this construction.
B. Contractor shall verify location, size, elevation, pressure and any other pertinent data of the existing utilities. Additional costs incurred due to failure to verify such data and to coordinate associated work with respective utility providers shall not be the Owner's responsibility but shall be borne by the Contractor.
C. All costs associated with providing utilities including, but not limited to, connection fees, boring under roads, etc., shall be included in the Contractor's proposal price whether such costs are incurred by Contractor or charged by the utility company.
D. Submission of a proposal by the Contractor shall be considered an acknowledgment by the contractor of his compliance with this section.

1.5 CODES, PERMITS AND FEES

A. Contractor shall comply with all local, state and national codes and shall pay for all applicable costs, fees, permits, licenses and inspections for this division.

1.6 TEMPORARY HEAT

A. Temporary heat will be furnished by the General Contractor. Use of the permanent heating system will not be allowed without written authorization from the Engineer, Architect and Owner. In case the permanent heating system is used for temporary heat, the General Contractor shall pay all the costs until acceptance by the Owner. Warranty of equipment shall not start until acceptance by the Owner.

1.7 DRAWINGS

A. Contract drawings are diagrammatic only and are not intended to be scaled for dimensions. All dimensions shall be taken from Architectural drawings, certified equipment drawings and from the structure itself before fabricating and work. All space requirements and equipment locations shall be verified, coordinated with other trades, as it is responsibility of the various contractors to install the systems complete in the space provided without extra charges to the Owner.
B. It is intended that anything, whether labor and materials, which is usually furnished as part of any equipment specified and which is necessary for operation shall be furnished as part of the Contract without additional cost, whether or not shown or described.
C. All piping in finished areas of the building shall be concealed except where otherwise noted on the drawings.
D. All equipment shall be installed in accordance with manufacturer's recommendations, unless approval is given in writing by the Consulting Mechanical Engineer for deviation.

1.8 REQUIREMENTS OF REGULATORY AGENCIES

A. The mechanical work shall be performed in strict accordance with the local and state codes, ordinances, and regulations governing the particular work involved. Furnish, without extra

charge, any additional material and labor when and where required to comply with these Rules and Regulations, though the work is not mentioned in the Specifications or shown on the Drawings. When the Specifications or Drawings call for or describe materials or construction of a better quality or larger sizes than required by the above mentioned Rules and Regulations, the provisions of these Specifications and accompanying Drawings shall take precedence.

1.9 QUALIFICATIONS

A. All mechanics shall be capable journeymen, skilled in the work assigned to them with licensing required by the inspecting authority. All welders must have been certified within the past three years to perform the work, which they are doing.

1.10 WARRANTY

A. All materials and equipment shall be new unless otherwise specified.
B. Guarantee all workmanship, material and equipment and replace any found defective without cost to the Owner, for ONE year after final acceptance, as defined in General Conditions.
C. Each warranty for longer than one year as described above (that comes with equipment used on the job) shall be passed into the Owner in the Operation and Maintenance Manual, along with the dates of start and end of warranty.
D. Refer to General Conditions for additional information regarding specific warranty requirements.

1.11 PROJECT RECORD DOCUMENTS

A. Before final payment, provide the Architect with one clean set of drawings and specifications corrected up-to-date as job progress. These documents shall reflect the As-Built conditions. Refer to General Conditions for additional information.

1.12 SUBMITTALS

A. The intent of this section is to give general submittal information, refer to specific submittal information in the subsequent mechanical sections. Refer to Specification Section 01330 for further submittal procedure information.
B. Sale of Electronic CADD Files
    1. Refer to Architectural specification Section 01330 – Submittal Procedures OR call the Parkhill, Smith & Cooper, Inc office issuing this project and request the pricing for electronic files.
C. Within 10 days after award of the contract, and before orders are placed, Contractor shall submit specific information on list of equipment and principal materials specified. Contractor shall indicate and/or provide names of manufacturers, catalog and model numbers, cut sheets, and such other supplementary information as necessary for evaluation.
D. Requirements For Each Submittal:
    1. Provide all Division 15 submittals for project in “pdf” format at one time. Refer to Section 01330.
    2. Submittals must bear a dated stamp or specific written indication that the Contractor has reviewed and approved all submittal prior to submission to Engineer.
    3. Submittals must have all information deleted by Contractor that pertains to the means and methods of construction or to fabrication, assembly, installation, or erection

(approval by Engineer shall not extend to these areas unless specifically noted by Engineer).

4. SUBMITTALS MUST BE CLEARLY AND SPECIFICALLY MARKED AS TO WHICH SPECIFIC PIECE OF EQUIPMENT IS BEING SUBMITTED, BYE USE OF A PERMANENT MARKER, STAMP, ETC., SO AS TO DISTINGUISH IT FROM OTHER PIECES OF EQUIPMENT THAT MAY OCCUR ON THE SAME PAGE.
5. SUBMITTALS MUST BE CLEARLY MARKED AS TO WHICH AVAILABLE OPTIONS ARE BEING SUBMITTED THAT ARE ASSOCIATED WITH A PIECE OF EQUIPMENT, AND SUBMITTALS MUST BE COMPLETE WITH RESPECT TO QUANTITIES, DIMENSIONS, SPECIFIC PERFORMANCE, MATERIALS AND SIMILAR DATA TO ENABLE THE ENGINEER TO REVIEW THE PROPOSED EQUIPMENT.

OMISSION BY CONTRACTOR OF ANY OF THE ABOVE REQUIREMENTS OR SUBMITTALS WILL SUBJECT SUBMITTAL TO AUTOMATIC REJECTION WITHOUT REVIEW.

Any submittals received by Engineer that were not requested shall be returned without review of any kind.

E. Installation Instructions: For certain products or systems as identified in subsequent specifications sections or on the drawings, the Contractor shall be required to provide copies of manufacturer's installation instructions with the submittal. When required as such, the installation instructions are considered part of the submittal and their omission may result in automatic rejection of the submittal. Where more than one identical device are scheduled, only one set of installation instructions needs to be submitted, e.g. if seven five-ton split systems air conditions are scheduled, only one five-ton unit installation instruction needs to be submitted. Similarly, if one set of installation instructions is identified by the manufacturer and on the instructions to be applicable to more than one type or size of devices, e.g. if one set of air conditioner instructions is good for three, four, five-ton units, then only one instruction set is required for these devices.

1.13 SUBSTITUTED PRODUCTS

A. Material or equipment specified by Manufacturer's name is being used as a basis of standard, unless otherwise noted. The Engineer will be the sole judge on the equivalence of substituted equipment and materials.
B. It shall be the Contractor's responsibility to verify that submitted substitute equipment will fit in space available. The contractor's submittal for acceptance of the substitute shall include a written statement of whether or not such acceptance would require any subsequent or associated changes to the drawings or specifications. Any such changes shall be described in writing, briefly but complete.
C. The Contractor shall be responsible for the costs of any such modifications due to substitution of materials or equipment for that which was specified or scheduled. The cost shall be complete, that is, it shall include the cost effect of any and all other trades.
D. The Engineer may request detailed shop drawing or plan layouts of mechanical rooms or systems of the substituted equipment.

1.14 SAFETY

A. General: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work, and Contractor shall comply with all laws governing safety, specifically the "Occupational Safety and Health Standards" and the "Safety and Health Regulations for Construction", state and federal.

B. According to OSHA, a hazardous chemical is any chemical, which is a physical hazard or a health hazard. This may include items such as paints, solvents, adhesives, sealants, cleaners, etc. If a contractor produces, uses, or stores hazardous chemicals at the workplace, the contractor shall develop, implement, and maintain a hazard communication program in compliance with the latest OSHA requirements. In projects with multiple tenants in which the building is partially occupied during all or part of the project, Contractor shall inform the building manager or Owner, according to OSHA guidelines, of any hazardous chemicals being produced, stored, or used in the building so that other tenants may be notified. Contractor shall employ required methods of training, information, handling, ventilation, labeling, storing, disposal, and removal of hazardous chemicals.

1.15 LABELING

A. Each device for which an independent testing authority has established a standard shall have affixed a label indicating its compliance and listing. Refer to General Conditions for list of such independent testing authorities.

1.16 SITE VISIT REPORTS

A. During the course of the job, the Engineer will make site visits to observe work in progress and will subsequently prepare a written site visit report, which will be sent to the Contractor and to whomever else the Engineer desires. The Contractor shall prepare a written and typed response within seven (7) calendar days of his receiving the site visit report. The General Contractor shall include in his response the following information.
   1. Date of site visit by the Engineer.
   2. Date of receipt of the site visit report.
   3. Name and title of the preparer of the response.
   4. An item number referenced to the site report.
   5. A brief three or four word description of the item.
   6. The Contractor or Subcontractor affected.
   7. The proposed course of action.
   8. An expected time of completion of the action.

1.17 CUTTING AND PATCHING

A. No joists, beams, girders, columns, slabs, or other structural elements shall be cut, drilled, or altered in any way by the Contractor without first obtaining written permission and instructions from the Engineer and Architect.

B. Where it is necessary to cut through any non-structural elements of walls, floors, or ceilings to permit the installation of any work under this contract, or to repair any defects that may appear up to the expiration of the guarantee, such cutting shall be done by Contractor with as little damage as reasonably possible to the element being cut or to adjacent elements.

C. After the necessary work has been completed, the damage shall be repaired by the respective Contractor, who shall pay all costs of such cutting, repairs and patching. All patching or sealing of cuts, penetrations, etc., including final appearance of same, shall be done to the approval of the Engineer and Architect.

PART 2 - PRODUCTS

2.1 MATERIALS

A. All materials shall be new and of specified quality, unless specifically noted otherwise. Materials shall be free from defects. Where manufacturer names are mentioned in the specifications or on the drawings, it has been done in order to establish a standard of quality and construction.

B. Contractor will be responsible for transportation of his material to and from the job site, and will be responsible for the storage and protection of his materials and work until the final acceptance of the job. At the end of each day of work, each Contractor is responsible for covering or protecting his work and/or materials that may be susceptible to damage even if such damage is the result of unforeseen causes, e.g. an overnight thunderstorm. Failure to do so will be sufficient cause for rejection of any item in question, and any such item shall be replaced by Contractor at no cost to the Owner.

C. Contractor shall verify that all pieces of equipment will fit through available openings in the building and that all equipment can be installed without modification of building structure.

2.2 EQUIPMENT SCHEDULE

A. All equipment major items are specified in the equipment schedules on the drawings and shall be new and furnished complete with all accessories normally supplied with the catalog item listed and all other accessories necessary for a complete and satisfactory installation.

B. Equipment items so noted will require start-up by factory trained personnel. Equipment items so noted will require factory approved service personnel who shall provide all service, including all parts and all labor, as requested by the Owner, during the full period of equipment warranty.

2.3 EQUIPMENT RATINGS

A. Equipment capacities as scheduled on the drawings are at project site altitude. Capacities of submitted equipment must be corrected for project site altitude unless otherwise noted.

2.4 WORKMANSHIP

A. The workmanship shall, in all respects, be of the highest grade, and all construction shall be done according to the best practices of the trade. Piping, ducting and conduit shall be concealed unless otherwise noted, and installed square to the building lines. Any work not meeting this requirement shall be replaced or rebuilt without extra expense to the Owner.

2.5 V-BELT DRIVES

A. V-belt drives shall be of fabric and rubber construction of approved manufacture. Multiple belts shall be matched and all belts shall be adjusted to drive the apparatus properly and to prevent slippage and undue wear in starting motor nameplate rating.

2.6 BELTGUARDS

A. The Contractor shall provide for each V-belt drive a painted steel belt guard, which shall be constructed around an angle iron frame, securely bolted to the floor or apparatus. The guard shall completely enclose drives and pulleys and be constructed to comply with all safety requirements. Hinged access doors not less than 6" x 6" shall be provided for access to motors and fan shaft for test purposes.

2.7 ELECTRICAL WIRING AND CONTROL EQUIPMENT

A. All disconnects, motor starters, relays, wiring, etc. shall comply with all requirements of 16000 Sections of the electrical specifications.
B. The Mechanical Contractor must refer to the electrical control equipment and wiring shown on the Electrical Drawings. Any changes or additions required by specified or substituted equipment furnished shall be the complete responsibility of the Contractor furnishing the equipment.
C. All electrical equipment characteristics (voltage, etc.) must be **VERIFIED** by the Mechanical Contractor prior to ordering. It is imperative that voltage and phase characteristics are checked with the electrical drawings.
D. All motors shall be built in accordance with the current applicable IEEE, ASA and NEMA standards. All general-purpose motors shall be open drip-proof machines for installation indoors and/or in protected locations. Totally enclosed fan cooled (TEFC) motors shall be used in all areas of exposure to weather or other environmental contamination. Motors shall be rated explosion-proof when located in hazardous atmospheres. Type II weather-protected motors may be used in lieu of TEFC motors on roof fan units and similar equipment. Motors mounted in direct sun shall be provided with a shield to forbid direct radiation from the sun when the sun is 45 degrees or greater above the horizon.
E. Unless indicated otherwise, motors shall be NEMA design B with a service factor of 1.15 with 40°C rise and total temperature rise of 65°C ambient and when powered from the system voltage feeding the motor. TEFC motors shall have a service factor of 1.00 with total temperature rise of 65°C. in the above conditions. Single-phase motors shall be NEMA Type N split phase induction motors with built-in thermal protectors. Single-phase motors connected on loads requiring high starting torque shall be capacitor-start induction motors.
F. All motors shall be all copper wound, high power factor, high efficiency motors. Electric motors shall be an energy efficient type as defined in the latest edition of NEMA document no. MG1. Motor efficiency shall be made available to the Engineer as required.

2.8 EQUIPMENT AND PIPING SUPPORTS

A. All supporting systems for piping, equipment, and materials supported by the building structure shall be submitted to the Engineer for approval prior to purchase and installation.

B. Roof Supports
1. Contractor shall provide and install roof supports for all uninsulated piping routed on the roof.
a. For single pipes through 4-inches in size, such as gas pipes, etc., the roof support shall be a MIRO Model 4-RAH which consists of a one piece combination roof deck base, adjustable height pipe supports, roller housing of polycarbonate resin and a self-lubricating roller.
b. Manufacturer's installation recommendations vary depending on roof types, but the Contractor is responsible for verifying the roof type and adhering strictly to the appropriate set of manufacturer's installation instructions.

2.9 ROOF PENETRATIONS

A. Piping
1. Penetration shall be accomplished with factory-made assemblies designed specifically for the purpose. The use of pitch pans or pitch pockets is not allowed. Contractor shall refer to architecturals for directions or provide a factory-made penetration assembly as follows:
a. For pipes, conduits, etc. up to 3-inches in diameter that can or are intended to be turned to horizontal after passing through the roof (e.g. small electrical conduit, gas piping, refrigerant lines, water pipes, etc.) the device shall consist of a curb assembly with a welded 18 gauge galvanized steel shell and base, 1-1/2 inches thick 3 pcf rigid insulation, 0.50 inch aluminum or 20 gauge galvanized cap with minimum 3 inch over hang and 1-inch rigid insulation, and 2" x 6" wood nailer. Product shall be Custom Curb Model CPC, ThyCurb Model RP-2 with TC-1, 2, or 3 curb, or approved equivalent. This method not suitable for metal roofing systems.
b. EPDM pipe boots for watertight flashing of metal roof & wall systems. EPDM boots shall be designed in a multitude of sizes to accommodate penetrations from 1/8" to 26" round and work in conjunction with any configuration of metal roofing or siding panel. The EPDM pipe boot shall be engineered with an aluminum flanged base that can be bent by hand to conform to the roof profile, irregularities, or slopes. The aluminum flange shall be bonded to the flexible boot during the molding process and is completely isolated from the underside of the boot to prevent any potential galvanic corrosion such as happens with solid metal flashings. Install with manufacturer approved sealant on the underside and stainless fasteners. Provide adapter rings as required to further extend the capabilities of the EPDM pipe boot to seal unusual shapes such as angle irons and square tubes.

B. Ductwork with Equipment
1. Each piece of roof mounted equipment such as exhaust or supply fans, relief or intake hoods, packaged rooftop air conditioners, air handlers, etc., shall be provided and installed with an insulated roof curb designed to mate with the equipment and provide a weatherproof enclosure. In the event that a preinsulated curb is not available, an uninsulated curb is acceptable if the Contractor provides and installs field insulation per the manufacturer's instructions. Contractor shall provide the roof curb(s) to the Roofing Contractor for installation.

C. General
1. All roof flashing assemblies and roof curbs shall be closely coordinated with other work through the Roofing Contractor to insure that the flashing, canting, insulation type and location, etc., is correct and appropriate for the particular roof construction type.
2. Each roof curb shall be selected and provided so that the top of the curb shall be level after installation. The curb shall provide a minimum clearance of 10 inches between the top of the finished roof surface and the top of the wood nailer, continuous around the curb perimeter.
3. Each roof penetration location shown on the drawing is approximate. Refer to the Architectural and Structural drawing for the structural openings. Refer to CUTTING AND PATCHING section of this specification for more information.
4. Provide each roof curb with other options as scheduled on the drawings.

2.10 ACCESSIBILITY

A. Access Panels
1. Access panels shall be provided wherever necessary for possible future replacement, adjustment, or maintenance of operating devices such as machinery, valves, dampers, switches, relays, etc., or to other critical non-operating devices such as pull boxes, inspection parts, gauges, etc. Such access panels shall be provided and install by Contractor, whether or not shown on the drawings, and shall be brought to the attention of the Engineer for approval of type, color, etc. Where access is provided in rated members, the access panels shall be of a type that maintains the integrity of the member penetrated.

B. Access to Equipment
1. All pipes, tubing, conduit, etc. including, but not limited to, draining piping of any type, electrical conduit, wiring not in conduit, and pneumatic control tubing shall be installed in such a way so as not to prevent and/or not to make necessary difficult the removal, operation, use, or maintenance of equipment, access panels or doors, pathways (especially in attics or crawlspaces), observation ports, measurement or balancing devices, junction boxes.
2. If access for these purposes is prevented or made unreasonably difficult in the opinion of the Engineer, then the Contractor shall make modifications or repairs at no cost to anyone except the Contractor. Such modifications or repairs shall be considered neither complete nor adequate until the Engineer is satisfied that access for the above purpose is achieved.

2.11 PROTECTION OF PENETRATION

A. All penetrations of fire or smoke barriers shall be sealed, sleeves (if any), insulation (if any), and vibration isolation (if any) that maintain the fire or smoke resistance of the barrier in accordance with the latest edition of NFPA 101 Life Safety Code.

B. Contractor shall verify locations and type of all partitions penetrations from the drawings. Sealing material and methods shall be per UL recommendations.

2.12 BEDDING COURSE

A. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

PART 3 - EXECUTION

3.1 STORAGE

A. Provide for proper storage of all materials and equipment and assume responsibility for losses due to any cause. All storage shall be within the contract limits of the building site or in a bonded warehouse. All equipment and materials must be covered and stored out of the elements; any item, which has become rusted, will not be permitted to be used.

B. Each Contractor shall provide temporary storage facilities suitable for equipment stored at the job site. Storage facilities shall be rainproof and lockable as required. Materials or equipment stored on site but not in a lockable rainproof storage facility shall be stored above ground or above slab. Contractor shall take necessary precautions to prevent entry of and/or damage from dirt, trash, water, or vermin. Equipment not properly stored and protected shall be, at the discretion of the Engineer, replaces at no cost to the Owner. Roofs are not acceptable storage areas unless specifically allowed in writing by the Engineer.

3.2 INSTALLATION AND ARRANGEMENT

A. Install all work to permit removal (without damage to other parts) of coils, heat exchanger bundles, boiler tubes, fan shafts and wheels, filters, belt guards, sheaves and drives and all other parts which might require periodic replacement or maintenance. Arrange pipes, ducts and equipment to permit ready access to valves, traps, starters, motors, control components and to clear opens of doors and of access panels.

B. Offsets, transitions and changes in direction in pipes and ducts shall be made as required to maintain proper head room and pitch of sloping pipes whether or not indicated on the drawings. Furnish and install all traps, air vents, sanitary vents, etc., as required to effect these offsets, transitions and changes in direction.

3.3 PROTECTION OF WORK AND PROPERTY

A. Where there are existing facilities, be responsible for protection thereof, whether or not such facility is to be removed or relocated or remain as installed. Moving or removing any facility must be done so as not to cause interruption the work or Owner’s Operation.

B. All pipe and duct openings shall be closed with caps or plugs during installation. All fixtures shall be covered and protected against injury. At final completion, all work shall be cleaned and delivered in an unblemished condition, or refinished and repainted at the discretion of the Architect.

3.4 CONCEALED AND EXPOSED WORK

A. “Concealed” is intended to mean within such spaces as pipe chases, pipe trenches, above plaster ceilings, in walls and buried pipe is inaccessible when building is completed. “Exposed” is intended to be within equipment rooms, unfinished spaces, above “pushup” ceilings, accessible pipe tunnels, etc., where pipe is accessible.

3.5 CONCRETE

A. Mechanical Contractor shall coordinate all requirements for concrete. All concrete shall be furnished under the Architectural Divisions of these specifications.

3.6 FIELD MEASUREMENTS

A. The Contractor shall verify the dimensions and conditions governing work at the project site. He shall examine adjoining work on which his work is dependent, for perfect efficiency, and shall report any work, which must be corrected.

3.7 LUBRICATION

A. The Contractor shall provide all oil and grease for the operating of all equipment until acceptance. The Contractor shall be held responsible for all damage to bearings while the equipment is being operated by him up to the date of acceptance of the equipment. The Contractor shall protect all bearings and shafts during installation and shall thoroughly grease the steel shafts to prevent corrosion.

3.8 MANUFACTURER'S DIRECTION

A. The Contractor shall install all equipment in strict accordance with all directions and recommendations furnished by the manufacturer. Where such directions are in conflict with the plans and specifications, the Contractor shall report such conflicts to the Engineer who shall make changes deemed necessary and desirable.

3.9 FLUSHING, CLEANING & STERILIZING

A. Before final connections are made in the piping systems, all piping shall be blown out with air and then completely washed out with cleaning compounds. The systems shall be flushed for complete removal of all foreign materials. Furnish all temporary connections, valves, etc., required for this purpose.
B. After flushing, sterilize the domestic water systems with an approved chlorinating agent to provide a dosage on not less than 50 ppm. After minimum contact period of eight (8) hours, the system shall be flushed with clean water until the residual chlorine is no greater than the city water.

3.10 TESTS

A. Test all new storm drain, vent and waste lines with standing water test of 12 feet of head. Test to be held for a minimum of two (2) hours.
B. Repair leaks and defects with new materials and retest piping or portion thereof until satisfactory results are obtained.
C. All tests shall be witnessed and approved by the Engineer and the local authority having jurisdiction before covering or insulating. The satisfactory operation of blowers, pumps and other equipment with moving parts shall be demonstrated to the Engineer. Equipment without movable parts shall have pressure or other tests performed by the Contractor to demonstrate satisfactory operation.
D. Furnish all instruments, pumps, blowers and equipment required for the testing.
E. Provide written copies of these test reports for inclusion on the Operations and Maintenance Manuals and submit one copy to Mechanical Engineer.

3.11 PAINTING

A. Surfaces of all equipment and material not provided with a factory finish coat shall be thoroughly cleaned, primed (if not factory primed) and finish coated with a high quality alkyd industrial enamel of a color chosen by the Owner.

3.12 SPECIAL OPENINGS

A. The contractor shall attempt to schedule delivery of all large equipment requiring special openings for installation prior to enclosing of area. Where this is not possible written notice of required openings which must be provided shall be listed by size and location and submitted to the General Contractor prior to enclosing of areas involved. Work required to construct openings and the associated cost of enclosing them shall be done at no additional cost to the Owner.

3.13 PLACING IN OPERATION

A. All ducts, pipes, equipment, controls, etc., shall be cleaned of plaster and other foreign debris
B. Before final acceptance, all strainers shall be thoroughly cleaned or replaced, all bearings shall be oiled or greased and all drains shall be cleaned out and primed. All permanent filters shall be cleaned; throwaway type filters shall be replaced with new filters.
C. The systems shall be placed in operation.
D. The Contractor shall verify that all controls are set to meet operating conditions specified.
   1. Example: Boiler operating control set at 180°F. Limit control set at 200°F.
E. The Contractor shall verify that all pieces of equipment are operable and that all sequence of controls are being met.
F. Contractor to adjust seating through the first (1st) year as required by Engineer.

3.14 BALANCING, TESTING AND ADJUSTING THE MECHANICAL SYSTEMS

A. Balancing the mechanical systems shall be part of this contract, refer to subsequent mechanical specification section for details. This Contractor is to include in their proposal the cost of balancing, testing and adjusting.

3.15 OPERATION AND MAINTENANCE INSTRUCTIONS

A. Contractor shall prepare and provide four (4) copies of operating and maintenance manuals. Contractor shall deliver four bound sets to the Engineer for approval. Each manual shall be in a ring binder and shall be indexed with dividers for each section. Delivery of required documents is a condition of final acceptance.
B. Each manual shall contain, but not limited to, the following general sections:
   1. Certificates of acceptance from the inspecting authorities.
   2. Waiver of all liens.
   3. Warranties with starting dates and end dates for each pieces of equipment and/or for each system (warranties shall begin on date of substantial completion and acceptance by the Owner).
   4. Names, telephone and fax numbers and addresses of all subcontractors, vendors, manufacturer's representatives, and warranties providers.

5. Certification letters from each Contractor that each system furnished and installed by that contractor and/or subcontractors is started-up, balanced, adjusted and checked for proper operation in accordance with the intent of the contract documents.
6. Spare parts lists for each piece of equipment.
7. Lubrication charts showing type of lubrication and application methods and frequencies,
8. Filter cleaning or replacement schedule (On Contractor's letterhead stationary),.
9. Preventative maintenance schedule for checking all items such as belt drives, safety controls, oil and refrigerant charges, and seasonal changer over recommendations. Cleaning of all strainers, traps, coils, tower pans, tubes, sprays, etc. (on Contractor's letterhead stationary).
10. Water treatment recommendations and instructions for boiler, towers, etc.
11. Normal operating instructions including a sequence of operations (on Contractor's letterhead stationary).
12. Instructions as to procedures to be followed for emergency situations, such as alarms or safety items being tripped. (on Contractor's letterhead stationary).
13. Instruction on who to call for service during guarantee period, (on Contractor's letterhead stationary).
14. Approved copy of the Testing, Adjusting and Balancing Reports.
15. Copies of As-Built drawings on reproducible vellum as produced by a Xerox or photographic process.
16. Copies of all approved shop drawing submittals including nameplate date, design parameters, name, telephone and fax numbers, address of vendor, manufacturer's representative and warrantee provider.

C. Approval will not be given for final payment until the tests, balancing and operating instruction portions have been completed.

3.16 INSTRUCTIONS TO THE OWNER

A. Contractor shall instruct the Owner's operating personnel in the operations and maintenance of all mechanical systems and equipment. There shall be a minimum of four (4) hours of training. Contractor shall furnish any special servicing tools required for maintenance.

B. Contractor shall conduct a demonstration of 'the installation upon completion and final acceptance of the work. There shall be a minimum four (4) hour demonstration. Prior to this all work shall have been completed, tested, balanced and placed in operation. Qualified personnel must be present at the demonstration to operate all the systems and prove the performance of the equipment. The schedule for this demonstration shall be coordinated with the Engineer.

3.17 EXCAVATION FOR PIPE AND CONDUIT

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12" higher than top of pipe or conduit, unless otherwise indicated.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade. Level bottom of all trenches and cover all PVC pipe with processed chat.
   1. For pipes and conduit less than 6" in nominal diameter and flat-bottomed, multiple-duct conduit units, hand excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
   2. For pipes and conduit 6" or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
   3. Excavate trenches 4" deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

D. Place backfill and fill materials in layers not more than 8" in loose depth for material compacted by heavy compaction equipment, and not more than 4" in loose depth for material compacted by hand-operated tampers.

E. All piping and conduit trenches across pavement shall be backfilled with two-sack concrete to within 12” of finished grade.

F. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
   1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12" of existing subgrade and each layer of backfill or fill material at 95 percent.
   2. Under walkways, scarify and recompact top 6" below subgrade and compact each layer of backfill or fill material at 92 percent.
   3. Under lawn or unpaved areas, scarify and recompact top 6" below subgrade and compact each layer of backfill or fill material at 85 percent.

G. Install detectable warning tape above conduits and pipe, 12" below finished grade, except 6" below subgrade under pavements and slabs.

H. Protection
   1. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
   2. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
      a. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
   3. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
      a. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

I. Disposal of Surplus and Waste Materials
   1. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property unless otherwise directed by Owner.
   2. Repair: Any damage to shrubs, grass or structures shall be repaired to previous condition by Contractor at no additional expense to Owner.

J. Bracing and Sheeting: Open cut trenches shall be sheeted and braced as required by OSHA and the requirements of the State of Texas as necessary for the safety of workmen or the protection of property.

END OF SECTION

SECTION 15050

BASIC MECHANICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SUMMARY

A. This Section includes the following basic mechanical materials and methods to complement other Division 15 Sections.
   1. Piping materials and installation instructions common to most piping systems.
   2. Concrete equipment base construction requirements.
   3. Equipment nameplate data requirements.
   4. Labeling and identifying mechanical systems and equipment is specified in Division 15 Section "Mechanical Identification."
   5. Nonshrink grout for equipment installations.
   6. Field-fabricated metal and wood equipment supports.
   7. Installation requirements common to equipment specification Sections.
   8. Cutting and patching.
   9. Touchup painting and finishing.

B. Pipe and pipe fitting materials are specified in piping system Sections.

1.3 DEFINITIONS

A. Pipe, pipe fittings, and piping include tube, tube fittings, and tubing.

B. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below the roof, spaces above ceilings, unexcavated spaces, crawl spaces, and tunnels.

C. Exposed Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.

D. Exposed Exterior Installations: Exposed to view outdoors, or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.

E. Concealed Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.

F. Concealed Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants, but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

1.4 SUBMITTALS

A. General: Submit the following according to the Conditions of the Contract and Division 1 and Section 15000 of the Specification.
B. Product data for following piping specialties:
   1. Mechanical sleeve seals.
   2. Dielectric Fittings.
   3. Access Doors.

1.5 QUALITY ASSURANCE

A. Qualify welding processes and operators for piping according to ASME "Boiler and Pressure Vessel Code," Section IX, "Welding and Brazing Qualifications."
   1. Comply with provisions of ASME B31 Series "Code for Pressure Piping."
   2. Certify that each welder has passed AWS qualification tests for the welding processes involved and that certification is current.
B. ASME A13.1 for lettering size, length of color field, colors, and viewing angles of identification devices.
C. Equipment Selection: Equipment of greater or larger power, dimensions, capacities, and ratings may be furnished provided such proposed equipment is approved in writing and connecting mechanical and electrical services, circuit breakers, conduit, motors, bases, and equipment spaces are increased. No additional costs will be approved for these increases, if larger equipment is approved. If minimum energy ratings or efficiencies of the equipment are specified, the equipment must meet the design requirements and commissioning requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver pipes and tubes with factory-applied end-caps. Maintain end-caps through shipping, storage, and handling to prevent pipe-end damage and prevent entrance of dirt, debris, and moisture.
B. Protect stored pipes and tubes from moisture and dirt. Elevate above grade. When stored inside, do not exceed structural capacity of the floor.
C. Protect flanges, fittings, and piping specialties from moisture and dirt.
D. Protect stored plastic pipes from direct sunlight. Support to prevent sagging and bending.

1.7 SEQUENCING AND SCHEDULING

A. Coordinate mechanical equipment installation with other building components.
B. Arrange for chases, slots, and openings in building structure during progress of construction to allow for mechanical installations.
C. Coordinate the installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.
D. Sequence, coordinate, and integrate installations of mechanical materials and equipment for efficient flow of the Work. Coordinate installation of large equipment requiring positioning prior to closing in the building.
E. Coordinate connection of electrical services.
F. Coordinate connection of mechanical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies.

G. Coordinate requirements for access panels and doors where mechanical items requiring access are concealed behind finished surfaces. Access panels and doors are specified in Division 8 Section "Access Doors."
H. Coordinate installation of identifying devices after completing covering and painting where devices are applied to surfaces. Install identifying devices prior to installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 PIPE AND PIPE FITTINGS

A. Refer to individual piping system specification Sections for pipe and fitting materials and joining methods.
B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.2 JOINING MATERIALS

A. Refer to individual piping system specification Sections in Division 15 for special joining materials not listed below.
B. Pipe Flange Gasket Materials: Suitable for the chemical and thermal conditions of the piping system contents.
   1. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch maximum thickness, except where thickness or specific material is indicated.
      a. Full-Face Type: For flat-face, Class 125 cast-iron and cast-bronze flanges.
      b. Narrow-Face Type: For raised-face, Class 250 cast-iron and steel flanges.
   2. ASME B16.20 for grooved, ring-joint, steel flanges.
   3. AWWA C110, rubber, flat face, 1/8 inch thick, except where other thickness is indicated; and full-face or ring type, except where type is indicated.
C. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, except where other material is indicated.
D. Plastic Pipe Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, except where other type or material is indicated.
E. Solder Filler Metal: ASTM B 32.
   1. Alloy Sn95 or Alloy Sn94: Tin (approximately 95 percent) and silver (approximately 5 percent), having 0.10 percent lead content.
F. Brazing Filler Metals: AWS A5.8.
   1. BCuP Series: Copper-phosphorus alloys.
   2. BAg1: Silver alloy.
G. Welding Filler Metals: Comply with AWS D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.
H. Solvent Cements: Manufacturer's standard solvents complying with the following:
   1. Acrylonitrile-Butadiene-Styrene (ABS): ASTM D 2235.
   2. Chlorinated Poly (Vinyl Chloride) (CPVC): ASTM F 493.
   3. Poly (Vinyl Chloride) (PVC): ASTM D 2564.
   4. PVC to ABS Transition: Made to requirements of ASTM D 3138, color other than orange.
I. Plastic Pipe Seals: ASTM F 477, elastomeric gasket.

J. Flanged, Ductile-Iron Pipe Gasket, Bolts, and Nuts: AWWA C110, rubber gasket, carbon steel bolts and nuts.

K. Couplings: Iron body sleeve assembly, fabricated to match outside diameters of plain-end pressure pipes.
   1. Sleeve: ASTM A 126, Class B, gray iron.
   2. Followers: ASTM A 47 (ASTM A 47M), Grade 32510 or ASTM A 536 ductile iron.
   3. Gaskets: Rubber.
   4. Bolts and Nuts: AWWA C111.
   5. Finish: Enamel paint.

2.3 PIPING SPECIALTIES

A. Escutcheons: Manufactured wall, ceiling, and floor plates; deep-pattern type where required to conceal protruding fittings and sleeves.
   1. Inside Diameter: Closely fit around pipe, tube, and insulation.
   2. Outside Diameter: Completely cover opening.
   3. Cast Brass: One-piece, with setscrew.
      a. Finish: Rough brass.
      b. Finish: Polished chrome plate.
   4. Cast Brass: Split casting, with concealed hinge and setscrew.
      a. Finish: Rough brass.
      b. Finish: Polished chrome plate.
   5. Stamped Steel: One-piece, with setscrew and chrome-plated finish.
   6. Stamped Steel: One-piece, with spring clips and chrome-plated finish.
   7. Stamped Steel: Split plate, with concealed hinge, setscrew, and chrome-plated finish.
   8. Stamped Steel: Split plate, with concealed hinge, spring clips, and chrome-plated finish.
   9. Stamped Steel: Split plate, with exposed-rivet hinge, setscrew, and chrome-plated finish.
   10. Stamped Steel: Split plate, with exposed-rivet hinge, spring clips, and chrome-plated finish.
   11. Cast-Iron Floor Plate: One-piece casting.

B. Dielectric Fittings: Assembly or fitting having insulating material isolating joined dissimilar metals to prevent galvanic action and stop corrosion.
   1. Description: Combination of copper alloy and ferrous; threaded, solder, plain, and weld neck end types and matching piping system materials.
   2. Insulating Material: Suitable for system fluid, pressure, and temperature.
   3. Dielectric Unions: Factory-fabricated, union assembly for 250-psig minimum working pressure at a 180-deg F temperature.
   4. Dielectric Flanges: Factory-fabricated, companion-flange assembly for 150- or 300-psig minimum pressure to suit system pressures.

5. Dielectric-Flange Insulation Kits: Field-assembled, companion-flange assembly, full-face or ring type. Components include neoprene or phenolic gasket, phenolic or polyethylene bolt sleeves, phenolic washers, and steel backing washers.
    a. Provide separate companion flanges and steel bolts and nuts for 150- or 300-psig minimum working pressure to suit system pressures.
6. Dielectric Couplings: Galvanized-steel coupling, having inert and noncorrosive, thermoplastic lining, with threaded ends and 300-psig minimum working pressure at 225 deg F temperature.
7. Dielectric Nipples: Electroplated steel nipple, having inert and noncorrosive thermoplastic lining, with combination of plain, threaded, or grooved end types and 300-psig working pressure at 225 deg F temperature.

C. Mechanical Sleeve Seals: Modular, watertight mechanical type. Components include interlocking synthetic rubber links shaped to continuously fill annular space between pipe and sleeve. Connecting bolts and pressure plates cause rubber-sealing elements to expand when tightened.

D. Sleeves: The following materials are for wall, floor, slab, and roof penetrations:
1. Steel Sheet Metal: 24-gage (0.70mm) or heavier galvanized sheet metal, round tube closed with welded longitudinal joint.
2. Steel Pipe: ASTM A 53, Type E, Grade A, Schedule 40, galvanized, plain ends.
3. Cast-Iron: Cast or fabricated wall pipe equivalent to ductile-iron pressure pipe, having plain ends and integral water stop, except where other features are specified.
4. Wall Penetration Systems: Wall sleeve assembly, consisting of housing, gaskets, and pipe sleeve, with 1 mechanical-joint end conforming to AWWA C110 and 1 plain pipe-sleeve end.
    a. Penetrating Pipe Deflection: 5 percent without leakage.
    b. Housing: Ductile-iron casting having waterstop and anchor ring, with ductile-iron gland, steel studs and nuts, and rubber gasket conforming to AWWA C111, of housing and gasket size as required to fit penetrating pipe.
    c. Pipe Sleeve: AWWA C151, ductile-iron pipe.
    d. Housing-to-Sleeve Gasket: Rubber or neoprene push-on type of manufacturer's design.
5. Cast-Iron Sleeve Fittings: Commercially made sleeve having an integral clamping flange, with clamping ring, bolts, and nuts for membrane flashing.
    a. Underdeck Clamp: Clamping ring with setscrews.

2.4 GROUT

A. Nonshrink, Nonmetallic Grout: ASTM C 1107, Grade B.
1. Characteristics: Post-hardening, volume-adjusting, dry, hydraulic-cement grout, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
2. Design Mix: 5000-psi 28-day compressive strength.
3. Packaging: Premixed and factory-packaged.

2.5 ACCESS DOORS

A. Flush mounted steel access doors with 16 ga. frame and 14 ga. Panel. Prime coat finish. Concealed spring hinges, screwdriver cam-lock. Doors in fire rated surfaces shall be U.L. listed and labeled. Doors to be Milcor or approved equivalent.

PART 3 - EXECUTION

3.1 PIPING SYSTEMS--COMMON REQUIREMENTS

A. General: Install piping as described below, except where system Sections specify otherwise. Individual piping system specification Sections in Division 15 specify piping installation requirements unique to the piping system.
B. General Locations and Arrangements: Drawings (plans, schematics, and diagrams) indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated, except where deviations to layout are approved on coordination drawings.
C. Install piping at indicated slope.
D. Install components having pressure rating equal to or greater than system operating pressure.
E. Install piping in concealed interior and exterior locations, except in equipment rooms and service areas.
F. Install piping free of sags and bends.
G. Install exposed interior and exterior piping at right angles or parallel to building walls. Diagonal runs are prohibited, except where indicated.
H. Install piping tight to slabs, beams, joists, columns, walls, and other building elements. Allow sufficient space above removable ceiling panels to allow for ceiling panel removal.
I. Install piping to allow application of insulation plus 1-inch clearance around insulation.
J. Locate groups of pipes parallel to each other, spaced to permit valve servicing.
K. Install fittings for changes in direction and branch connections.
L. Install couplings according to manufacturer's printed instructions.
M. Install pipe escutcheons for pipe penetrations of concrete and masonry walls, wall board partitions, and suspended ceilings according to the following:
    1. Chrome-Plated Piping: Cast-brass, one-piece, with setscrew, and polished chrome-plated finish. Use split-casting escutcheons, where required, for existing piping.
    2. Uninsulated Piping Wall Escutcheons: Cast-brass or stamped-steel, with setscrew.
    3. Uninsulated Piping Floor Plates in Utility Areas: Cast-iron floor plates.
    4. Insulated Piping: Cast-brass or stamped-steel, with concealed hinge, spring clips, and chrome-plated finish.
    5. Piping in Utility Areas: Cast-brass or stamped-steel, with setscrew or spring clips.
N. Sleeves are required for core drilled holes.
O. Install sleeves for pipes passing through concrete and masonry walls, concrete floor and roof slabs, and where indicated.

P. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, concrete floor and roof slabs, and where indicated.
   1. Cut sleeves to length for mounting flush with both surfaces.
      a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 4 inches above finished floor level. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring where specified.
   2. Build sleeves into new walls and slabs as work progresses.
   3. Install large enough sleeves to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:
      a. Steel Pipe Sleeves: For pipes smaller than 6 inches.
      b. Steel Sheet-Metal Sleeves: For pipes 6 inches and larger that penetrate gypsum-board partitions.
      c. Cast-Iron Sleeve Fittings: For floors having membrane waterproofing. Secure flashing between clamping flanges. Install section of cast-iron soil pipe to extend sleeve to 4 inches above finished floor level. Flashing is specified in Division 7 Section "Flashing and Sheet Metal."
         1) Seal space outside of sleeve fittings with nonshrink, nonmetallic grout.
   4. Except for below-grade wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using elastomeric joint sealants specified in Division 7 Section "Joint Sealants."

Q. Above Grade, Exterior Wall, and Pipe Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Size sleeve for 1-inch annular clear space between pipe and sleeve for installation of mechanical seals.
   1. Install steel pipe for sleeves smaller than 6 inches.
   2. Install cast-iron wall pipes for sleeves 6 inches and larger.
   3. Assemble and install mechanical seals according to manufacturer's printed instructions.

R. Below Grade, Exterior Wall, and Pipe Penetrations: Install cast-iron wall pipes for sleeves. Seal pipe penetrations using mechanical sleeve seals. Size sleeve for 1-inch annular clear space between pipe and sleeve for installation of mechanical seals.
   1. Below Grade, Exterior Wall, and Pipe Penetrations: Install ductile-iron wall penetration system sleeves according to manufacturer's printed installation instructions.

S. Fire Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestopping sealant material. Firestopping materials are specified in Division 7 Section "Firestopping."

T. Verify final equipment locations for roughing in.

U. Refer to equipment specifications in other Sections for roughing-in requirements.

V. Piping Joint Construction: Join pipe and fittings as follows and as specifically required in individual piping system Sections.
   1. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
   2. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
   3. Soldered Joints: Construct joints according to AWS "Soldering Manual," Chapter 22 "The Soldering of Pipe and Tube."
   4. Brazed Joints: Construct joints according to AWS "Brazing Manual" in the "Pipe and Tube" chapter.

5. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full inside diameter. Join pipe fittings and valves as follows:
   a. Note the internal length of threads in fittings or valve ends, and proximity of internal seat or wall, to determine how far pipe should be threaded into joint.
   b. Apply appropriate tape or thread compound to external pipe threads (except where dry seal threading is specified).
   c. Align threads at point of assembly.
   d. Tighten joint with wrench. Apply wrench to valve end into which pipe is being threaded.
   e. Damaged Threads: Do not use pipe or pipe fittings having threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
6. Welded Joints: Construct joints according to AWS D10.12 "Recommended Practices and Procedures for Welding Low Carbon Steel Pipe" using qualified processes and welding operators according to the "Quality Assurance" Article.
7. Flanged Joints: Align flange surfaces parallel. Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Assemble joints by sequencing bolt tightening to make initial contact of flanges and gaskets as flat and parallel as possible. Use suitable lubricants on bolt threads. Tighten bolts gradually and uniformly using torque wrench.
8. Plastic Pipe and Fitting Solvent-Cement Joints: Clean and dry joining surfaces by wiping with clean clothe or paper towels. Join pipe and fittings according to the following standards:
   a. Comply with ASTM F 402 for safe handling of solvent-cement and primers.
   b. Acrylonitrile-Butadiene-Styrene (ABS): ASTM D 2235 and ASTM D 2661.
   c. Chlorinated Poly (Vinyl Chloride) (CPVC): ASTM D 2846 and ASTM F 493.
   d. Poly (Vinyl Chloride) (PVC) Pressure Application: ASTM D 2672.
   e. Poly (Vinyl Chloride) (PVC) Non-Pressure Application: ASTM D 2855.
   f. PVC to ABS (Non-Pressure) Transition: Procedure and solvent cement described in ASTM D 3138.
9. Plastic Pipe and Fitting Heat-Fusion Joints: Prepare pipe and fittings and join with heat-fusion equipment according to manufacturer's printed instructions.
   a. Plain-End Pipe and Fittings: Butt joining.
   b. Plain-End Pipe and Socket-Type Fittings: Socket joining.

W. Piping Connections: Except as otherwise indicated, make piping connections as specified below.
1. Install unions in piping 2 inches and smaller adjacent to each valve and at final connection to each piece of equipment having a 2-inch or smaller threaded pipe connection.
2. Install flanges in piping 2-1/2 inches and larger adjacent to flanged valves and at final connection to each piece of equipment having flanged pipe connection.
3. Dry Piping Systems (Gas): Install dielectric unions and flanges to connect piping materials of dissimilar metals.
4. Wet Piping Systems (Water): Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

3.2 EQUIPMENT INSTALLATION--COMMON REQUIREMENTS

A. Install equipment to provide the maximum possible headroom where mounting heights are not indicated.

B. Install equipment according to approved submittal data. Portions of the Work are shown only in diagrammatic form. Refer conflicts to the Architect.
C. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, except where otherwise indicated.
D. Install mechanical equipment to facilitate servicing, maintenance, and repair or replacement of equipment components. Connect equipment for ease of disconnecting, with minimum of interference with other installations. Extend grease fittings to an accessible location.
E. Install equipment giving right-of-way to piping systems installed at a required slope.

3.3 ACCESS DOORS

A. Furnish an access door for each pipe chase for each floor. This includes both toilet plumbing chases and pipe riser chases. Access doors assembly to be size 16” x 16”. Access doors are not shown on floor plans. Access door locations shall be field verified.
B. Also, furnish access doors in all non-removable ceiling and in partitions and walls where necessary access to plumbing cleanouts, shock absorbers, fire dampers, manual dampers, valves and other mechanical devices requiring access. Size these as required for access with minimum size of 12” x 12”.
C. Any access doors furnished for installation in fire rated surfaces or assembly shall carry an approved fire rating for that use.
D. Any access doors furnished for installation in glued on acoustical surfaces or assembly shall have recessed door to allow installation of tiles.
E. Provide all access doors to the General Contractor for them to construct into the building.

3.4 PAINTING AND FINISHING

A. Refer to Division 9 Section "Painting" for field painting requirements.
B. Damage and Touch Up: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.5 CONCRETE BASES

A. Construct concrete equipment bases of dimensions indicated, but not less than 4 inches larger than supported unit in both directions. Follow supported equipment manufacturer's setting templates for anchor bolt and tie locations. Use 3000-psi, 28-day compressive strength concrete and reinforcement as specified in Division 3 Section "Cast-in-Place Concrete."

3.6 ERECTION OF METAL SUPPORTS AND ANCHORAGE

A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor mechanical materials and equipment.
B. Field Welding: Comply with AWS D1.1 "Structural Welding Code--Steel."

3.7 ERECTION OF WOOD SUPPORTS AND ANCHORAGE

A. Cut, fit, and place wood grounds, nailers, blocking, and anchorage to support and anchor mechanical materials and equipment.
B. Select fastener sizes that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood members.

C. Attach to substrates as required to support applied loads.

3.8 CUTTING AND PATCHING

A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces necessary for mechanical installations. Perform cutting by skilled mechanics of the trades involved.
B. Repair cut surfaces to match adjacent surfaces.

3.9 GROUTING

A. Install nonmetallic nonshrink grout for mechanical equipment base bearing surfaces, pump and other equipment base plates, and anchors. Mix grout according to manufacturer's printed instructions.
B. Clean surfaces that will come into contact with grout.
C. Provide forms for placement of grout, as required.
D. Avoid air entrapment when placing grout.
E. Place grout to completely fill equipment bases.
F. Place grout on concrete bases to provide a smooth bearing surface for equipment.
G. Place grout around anchors.
H. Cure placed grout according to manufacturer's printed instructions.

END OF SECTION

SECTION 15060

HANGERS AND SUPPORTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Pipe hangers and supports.
B. Hanger rods.
C. Equipment curbs.
D. Formed steel channel.
E. Equipment bases and supports.

1.3 REFERENCES

A. American Society of Mechanical Engineers:
   1. ASME B31.1 - Power Piping.
   2. ASME B31.5 - Refrigeration Piping.
   3. ASME B31.9 - Building Services Piping.
B. ASTM International:
   1. ASTM E84 - Test Method for Surface Burning Characteristics of Building Materials.
   2. ASTM E119 - Method for Fire Tests of Building Construction and Materials.
   3. ASTM E814 - Test Method of Fire Tests of Through Penetration Firestops.
   4. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.
C. American Welding Society:
   1. AWS D1.1 - Structural Welding Code - Steel.
D. FM Global:
   1. FM - Approval Guide, A Guide to Equipment, Materials & Services Approved By Factory Mutual Research For Property Conservation.
E. Manufacturers Standardization Society of the Valve and Fittings Industry:
   1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.
   2. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.
   3. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.

1.4 SUBMITTALS

A. Division 1 and Section 15000 - Submittals.
B. Shop Drawings: Indicate system layout with location including critical dimensions, sizes, and pipe hanger and support locations and detail of trapeze hangers.
C. Product Data:
   1. Hangers and Supports: Submit manufacturers catalog data including load capacity.
D. Design Data: Indicate load carrying capacity of trapeze, multiple pipe, and riser support hangers.
E. Manufacturer's Installation Instructions:

1. Hangers and Supports: Submit special procedures and assembly of components.

F. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with State and local standards.
B. Perform Work in accordance with AWS D1.1 for welding hanger and support attachments to building structure.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years experience.
B. Installer: Company specializing in performing Work of this section with minimum 3 years experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
B. Protect from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original packaging.

1.8 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.9 WARRANTY

A. Section 15000 - Product warranties.

PART 2 - PRODUCTS

2.1 PIPE HANGERS AND SUPPORTS

A. Plumbing Piping – DWV and Storm Drainage:
1. Conform to ASME B31.9, ASTM F708, MSS SP58, MSS SP69, or MSS SP89.
2. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Malleable iron or carbon steel, adjustable swivel, split ring.
3. Hangers for Pipe Sizes 2 inches and Larger: Carbon steel, adjustable, clevis.
4. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
5. Wall Support for Pipe Sizes 3 inches and Smaller: Cast iron hook.
6. Wall Support for Pipe Sizes 4 inches and Larger: Welded steel bracket and wrought steel clamp.
7. Vertical Support: Steel riser clamp.
8. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
9. Copper Pipe Support: Copper-plated, carbon-steel adjustable, ring.

2.2 ACCESSORIES

A. Hanger Rods: Mild steel threaded both ends, threaded on one end, or continuous threaded.

2.3 EQUIPMENT CURBS

A. Fabrication: Unless otherwise noted, shall be welded 18 gage galvanized steel shell and base, mitered 3 inch cant, variable step to match root insulation, 1-1/2 inch thick insulation, factory installed wood nailer.

2.4 FORMED STEEL CHANNEL

A. Manufacturers:
   1. B-Line Systems.
   2. Unistrut Corp.
   3. Substitutions: See Section 15000.
B. Product Description: Galvanized (12 gage) thick steel. With holes 1-1/2 inches on center.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify the existing conditions before starting work.
B. Verify openings are ready to receive sleeves.

3.2 PREPARATION

A. Obtain permission from Architect before using powder-actuated anchors.
B. Do not drill or cut structural members without obtaining permission from Architect/Engineer.

3.3 INSTALLATION - PIPE HANGERS AND SUPPORTS

A. Install in accordance with ASME B31.1, ASME B31.5, ASME 31.9, ASTM F708, MSS SP 58, MSS SP 69, or MSS SP 89.
B. Support horizontal piping as scheduled.
C. Install hangers with minimum 1/2 inch space between finished covering and adjacent work.
D. Place hangers within 12 inches of each horizontal elbow.
E. Use hangers with 1-1/2 inch minimum vertical adjustment.
F. Support horizontal cast iron pipe adjacent to each hub, with 5 feet maximum spacing between hangers.
G. Support vertical piping at every floor. Support vertical cast iron pipe at each floor at hub.
H. Where piping is installed in parallel and at same elevation, provide multiple pipe or trapeze hangers.
I. Support riser piping independently of connected horizontal piping.
J. Provide copper plated hangers and supports for copper piping.
K. Design hangers for pipe movement without disengagement of supported pipe.
L. Prime coat exposed steel hangers and supports. Refer to Division 9. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.
M. Provide clearance in hangers and from structure and other equipment for installation of insulation. Refer to Section 15080.

3.4 INSTALLATION - EQUIPMENT BASES AND SUPPORTS

A. Provide housekeeping pads of concrete, minimum 4 inches thick and extending 6 inches beyond supported equipment. Refer to Division 3.
B. Using templates furnished with equipment, install anchor bolts, and accessories for mounting and anchoring equipment.
C. Construct supports of steel members, formed steel channel, or steel pipe and fittings. Brace and fasten with flanges bolted to structure.
D. Provide rigid anchors for pipes after vibration isolation components are installed. Refer to Section 15070.

3.5 INSTALLATION - FLASHING

A. Provide flexible flashing and metal Counterflashing where piping and ductwork penetrate weather or waterproofed walls, floors, and roofs.
B. Flash vent and soil pipes projecting 3 inches minimum above finished roof surface with lead worked 1 inch minimum into hub, 8 inches minimum clear on sides with 24 x 24 inches sheet size. For pipes through outside walls, turn flanges back into wall and caulk, metal counter-flash, and seal.
C. Flash floor drains in floors with topping over finished areas with lead, 10 inches clear on sides with minimum 36 x 36 inch sheet size. Fasten flashing to drain clamp device.
D. Seal floor drains watertight to adjacent materials.
E. Provide acoustical lead flashing around ducts and pipes penetrating equipment rooms for sound control.
F. Provide curbs for mechanical roof installations 8 inches minimum high above roofing surface. Flash and counter-flash with sheet metal; seal watertight. Attach Counterflashing mechanical equipment and lap base flashing on roof curbs. Flatten and solder joints.
G. Adjust storm collars tight to pipe with bolts; caulk around top edge. Use storm collars above roof jacks. Screw vertical flange section to face of curb.

3.6 FIELD QUALITY CONTROL

A. Inspect installed firestopping for compliance with specifications and submitted schedule.

3.7 CLEANING

A. Clean adjacent surfaces of firestopping materials.

3.8 PROTECTION OF FINISHED WORK

A. Protect adjacent surfaces from damage by material installation.

3.9 SCHEDULES

A. PIPE HANGER SPACING

PIPE SIZE	MAX. HANGER SPACING	HANGER ROD DIAMETER
Inches	Feet	Inches
1/2	6	3/8
3/4	6	3/8
1	6	3/8
1-1/4	6	3/8
1-1/2	10	3/8
2	10	3/8
2-1/2	10	1/2
3	10	1/2
4	10	5/8
5	10	5/8
6	10	3/4
8	10	3/4
PVC (All Sizes)	4	3/8
C.I. Bell and Spigot (or No-Hub) And at Joints	5	5/8

END OF SECTION

SECTION 15075

MECHANICAL IDENTIFICATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Nameplates.
B. Tags.
C. Stencils.
D. Pipe markers.
E. Ceiling tacks.

1.3 REFERENCES

A. American Society of Mechanical Engineers:
   1. ASME A13.1 - Scheme for the Identification of Piping Systems.

1.4 SUBMITTALS

A. Division 1 and Section 15000: Submittals.
B. Product Data: Submit manufacturers catalog literature for each product required.
C. Manufacturer's Installation Instructions: Indicate installation instructions, special procedures, and installation.
D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.5 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of tagged valves; include valve tag numbers.

1.6 QUALITY ASSURANCE

A. Conform to ASME A13.1 for color scheme for identification of piping systems and accessories.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.
B. Installer: Company specializing in performing Work of this section with minimum three years experience.

1.8 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

PART 2 - PRODUCTS

2.1 NAMEPLATES

A. Manufacturers:
   1. Seton Identification Products.
   2. Substitutions: Section 15000.
B. Product Description: Laminated three-layer plastic with engraved black letters on light contrasting background color.

2.2 TAGS

A. Metal Tags:
   1. Brass with stamped letters; tag size minimum 1-1/2 inches diameter with finished edges.
B. Tag Chart: Typewritten letter size list of applied tags and location in anodized aluminum frame.

2.3 STENCILS

A. Stencils: With clean cut symbols and letters of following size:
   1. Up to 2 inches Outside Diameter of Insulation or Pipe: 1/2 inch high letters.
   2. 2-1/2 to 6 inches Outside Diameter of Insulation or Pipe: 1-inch high letters.
   3. Over 6 inches Outside Diameter of Insulation or Pipe: 1-3/4 inches high letters.
   4. Equipment: 1-3/4 inches high letters.
B. Stencil Paint: As specified in Division 9, semi-gloss enamel, colors and lettering size conforming to ASME A13.1.

2.4 PIPE MARKERS

A. Color and Lettering: Conform to ASME A13.1.
B. Plastic Pipe Markers:
   1. Factory fabricated, flexible, semi-rigid plastic, preformed to fit around pipe or pipe covering. Larger sizes may have maximum sheet size with spring fastener.
C. Plastic Tape Pipe Markers:
   1. Flexible, vinyl film tape with pressure sensitive adhesive backing and printed markings.
D. Plastic Underground Pipe Markers:
   1. Bright colored continuously printed plastic ribbon tape, minimum 6 inches wide by 4 mil thick, manufactured for direct burial service. Markers used on nonmetallic pipe shall contain tracer wire.

2.5 CEILING TACKS

A. Description: Steel with 3/4 inch diameter color-coded head.
B. Color code as follows:
   1. HVAC equipment: Yellow.
   2. Fire dampers/smoke dampers: Red.
   3. Plumbing valves: Green.
   4. Heating/cooling valves: Blue.

PART 3 - EXECUTION

3.1 PREPARATION

A. Degrease and clean surfaces to receive adhesive for identification materials.
B. Prepare surfaces in accordance with Division 9 for stencil painting.

3.2 INSTALLATION

A. Apply stencil painting in accordance with Division 9.
B. Install identifying devices after completion of coverings and painting.
C. Install plastic nameplates with corrosive-resistant mechanical fasteners, or adhesive.
D. Install tags using corrosion resistant chain. Number tags consecutively by location.
E. Install underground plastic pipe markers 6 to 8 inches below finished grade, directly above buried pipe.
F. Identify air handling units, pumps, heat transfer equipment, tanks, and water treatment devices with plastic nameplates or stencil painting. Identify in-line pumps and other small devices with tags.
G. Identify control panels and major control components outside panels with plastic nameplates.
H. Identify valves in main and branch piping with tags.
I. Identify air terminal units and radiator valves with numbered tags.
J. Tag automatic controls, instruments, and relays. Key to control schematic.
K. Identify piping, concealed or exposed, with plastic pipe markers, plastic tape pipe markers or stenciled painting. Use tags on piping 3/4 inch diameter and smaller. Identify service, flow direction, and pressure. Install in clear view and align with axis of piping. Locate identification not to exceed 20 feet on straight runs including risers and drops, adjacent to each valve and tee, at each side of penetration of structure or enclosure, and at each obstruction.
L. Provide ceiling tacks to locate valves or dampers above T-bar type panel ceilings. Locate in corner of panel closest to equipment.

END OF SECTION

SECTION 15080

MECHANICAL INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Ductwork insulation.
B. Duct liner.
C. Insulation jackets.
D. Piping system insulation.
E. Insulation accessories including vapor retarders, jackets, and accessories.

1.3 REFERENCES

A. ASTM International:
1. ASTM A167 - Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
2. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
3. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus.
4. ASTM C195 - Standard Specification for Mineral Fiber Thermal Insulating Cement.
5. ASTM C449/C449M - Standard Specification for Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement.
6. ASTM C518 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
7. ASTM C533 - Standard Specification for Calcium Silicate Block and Pipe Thermal Insulation.
8. ASTM C534 - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form.
9. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation.
10. ASTM C552 - Standard Specification for Cellular Glass Thermal Insulation.
11. ASTM C553 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications.
12. ASTM C591 - Standard Specification for Unfaced Preformed Rigid Cellular Polyisocyanurate Thermal Insulation.
13. ASTM C592 - Standard Specification for Mineral Fiber Blanket Insulation and Blanket-Type Pipe Insulation (Metal-Mesh Covered) (Industrial Type).
14. ASTM C610 - Standard Specification for Molded Expanded Perlite Block and Pipe Thermal Insulation.
15. ASTM C612 - Standard Specification for Mineral Fiber Block and Board Thermal Insulation.

16. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel.
17. ASTM C921 - Standard Practice for Determining the Properties of Jacketing Materials for Thermal Insulation.
18. ASTM C1071 - Standard Specification for Thermal and Acoustical Insulation (Glass Fiber, Duct Lining Material).
19. ASTM C1126 - Standard Specification for Faced or Unfaced Rigid Cellular Phenolic Thermal Insulation.
20. ASTM C1136 - Standard Specification for Flexible, Low Permeance Vapor Retarders for Thermal Insulation.
21. ASTM C1290 - Standard Specification for Flexible Fibrous Glass Blanket Insulation Used to Externally Insulate HVAC Ducts.
22. ASTM D1784 - Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
23. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
24. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
25. ASTM E162 - Standard Test Method for Surface Flammability of Materials Using a Radiant Heat Energy Source.
26. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.

B. Sheet Metal and Air Conditioning Contractors:
   1. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.

1.4 SUBMITTALS

A. Division 1 and Section 15000 - Submittals.
B. Product Data: Submit product description, thermal characteristics and list of materials and thickness for each service, and location.
C. Manufacturer's Installation Instructions: Submit manufacturers published literature indicating proper installation procedures.
D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.
B. Applicator: Company specializing in performing Work of this section with minimum three years experience approved by manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.
B. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Install insulation only when ambient temperature and humidity conditions are within range recommended by manufacturer.

B. Maintain temperature during and after installation for minimum period of 24 hours.

1.8 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.9 WARRANTY

A. Section 15000 - Product warranties.

PART 2 - PRODUCTS

2.1 MAN MADE MINERAL FIBER

A. Manufacturers:
   1. Knauf.
   2. Johns Manville.
   3. Owens Corning.
   4. Substitutions: Section 15000 - Substitutions.
B. Insulation: ASTM C547 Mineral Fiber Pipe Insulation, Type I, 850 degrees F.
C. Vapor Retarder Jacket:
   1. ASTM C921, White Kraft paper with glass fiber yarn, bonded to aluminized film.
   2. Moisture vapor transmission: ASTM E96; 0.02 perm-inches.
D. Tie Wire: 0.048 inch stainless steel with twisted ends on maximum 12 inch centers.
E. Vapor Retarder Lap Adhesive:
   1. Compatible with insulation.
F. Insulating Cement/Mastic:
   1. ASTM C195; hydraulic setting on mineral wool.
G. Glass Fiber Fabric:
   1. Cloth: Untreated; 9 oz/sq yd weight.
   2. Blanket: 1.0 lb/cu ft density.
   3. Weave: 10 x 10.
H. Indoor Vapor Retarder Finish:
   1. Cloth: Untreated; 9 oz/sq yd weight.
   2. Vinyl emulsion type acrylic, compatible with insulation, white color.
I. Insulating Cement:
   1. ASTM C449/C449M.

2.2 MINERAL FIBER, FLEXIBLE

A. Manufacturers:
   1. Knauf.
   2. Johns Manville.
   3. Owens Corning.
   4. Substitutions: Section 15000 - Substitutions.
B. Insulation: ASTM C553 Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications, Type II.
   1. Density: .75 PCF.

C. Vapor Retarder Jacket:
   1. Kraft paper with glass fiber yarn and bonded to aluminized film.
   2. Moisture vapor transmission: ASTM E96; 0.02 perm.
   3. Secure with pressure sensitive tape.
D. Vapor Retarder Tape:
   1. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film, with pressure sensitive rubber based adhesive.
E. Tie Wire: Annealed steel, 16 gage.

2.3 PIPE INSULATION AND EQUIPMENT JACKETS

A. PVC Plastic Pipe Jacket:
   1. Manufacturers:
      a. Knauf.
      b. Johns Manville.
      c. Owens Corning.
      d. Substitutions: Section 15000 - Substitutions.
   2. Product Description: ASTM D1784, one piece molded type fitting covers and sheet material, off-white color.
   3. Thickness: 15 mil.
   4. Connections: Brush on welding adhesive.
B. PVC Plastic Equipment Jacket:
   1. Manufacturers:
      a. Knauf.
      b. Johns Manville.
      c. Owens Corning.
      d. Substitutions: Section 15000 - Substitutions.
   2. Product Description: Sheet material, off-white color.
   3. Minimum Service Temperature: -40 degrees F.
   4. Maximum Service Temperature: 150 degrees F.
   5. Moisture Vapor Transmission: ASTM E96; 0.002 perm-inches.
   6. Thickness: 15 mil.
   7. Connections: Brush on welding adhesive.
C. Covering Adhesive Mastic:
   1. Compatible with insulation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify piping, equipment and ductwork has been tested before applying insulation materials.
B. Verify surfaces are clean and dry, with foreign material removed.

3.2 INSTALLATION

A. Exposed Piping: Locate insulation and cover seams in least visible locations.
B. Insulated pipes conveying fluids below ambient temperature: Insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.

C. Man made mineral fiber insulated pipes conveying fluids below ambient temperature:
   1. Furnish factory-applied or field-applied vapor retarder jackets. Secure factory-applied jackets with pressure sensitive adhesive self-sealing longitudinal laps and butt strips. Secure field-applied jackets with outward clinch expanding staples and seal staple penetrations with vapor retarder mastic.
   2. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor retarder adhesive or PVC fitting covers.

D. For hot piping conveying fluids over 140 degrees F, insulate flanges and unions at equipment.

E. Man made mineral fiber insulated pipes conveying fluids above ambient temperature:
   1. Furnish factory-applied or field-applied standard jackets. Secure with outward clinch expanding staples or pressure sensitive adhesive system on standard factory-applied jacket and butt strips or both.
   2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.

F. Inserts and Shields:
   1. Application: Piping or Equipment 1-1/2 inches diameter or larger.
   2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
   3. Insert location: Between support shield and piping and under finish jacket.
   4. Insert configuration: Minimum 6 inches long, of thickness and contour matching adjoining insulation; may be factory fabricated.
   5. Insert material: Compression resistant insulating material suitable for planned temperature range and service.

G. Continue insulation through penetrations of building assemblies or portions of assemblies having fire resistance rating of one hour or less. Provide intumescent firestopping when continuing insulation through assembly. Finish at supports, protrusions, and interruptions. Refer to Division 7 for penetrations of assemblies with fire resistance rating greater than one hour.

H. Factory Insulated Equipment: Do not insulate.

I. Exposed Equipment: Locate insulation and cover seams in least visible locations.

J. Apply insulation close to equipment by grooving, scoring, and beveling insulation. Fasten insulation to equipment with studs, pins, clips, adhesive, wires, or bands.

K. Fill joints, cracks, seams, and depressions with bedding compound to form smooth surface. On cold equipment, use vapor retarder cement.

L. Insulated equipment containing fluids below ambient temperature: Insulate entire system.

M. Mineral fiber insulated equipment containing fluids below ambient temperature: Provide vapor retarder jackets, factory-applied or field-applied. Finish with glass-cloth and vapor barrier adhesive.

N. Mineral fiber insulated equipment containing fluids above ambient temperature: Provide standard jackets, with or without vapor retarder, factory-applied or field-applied. Finish with glass cloth and adhesive.

O. Finish insulation at supports, protrusions, and interruptions.

P. Nameplates and ASME Stamps: Bevel and seal insulation around; do not insulate over.

Q. Equipment Requiring Access for Maintenance, Repair, or Cleaning: Install insulation for easy removal and replacement without damage.

3.3 SCHEDULES

A. Plumbing Systems:
1. Roof and Overflow Drain Bodies and Roof and Overflow Drainage Above Grade:
a. Mineral Fiber Flexible: (insulate only on interior spaces)
1) Pipe Size Range: All sizes.
2) Thickness: 2 inch, ¾ PCF.

END OF SECTION

SECTION 15150

SANITARY WASTE AND VENT PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Sanitary sewer piping buried beyond 5 feet of building.
B. Sanitary sewer piping buried within 5 feet of building.
C. Sanitary sewer piping above grade.

1.3 REFERENCES

A. American Society of Mechanical Engineers:
   1. ASME A112.14.1 - Backwater Valves.
   2. ASME A112.21.1 - Floor Drains.
   3. ASME B16.1 - Cast Iron Pipe Flanges and Flanged Fittings.
   4. ASME B16.3 - Malleable Iron Threaded Fittings.
   5. ASME B16.4 - Gray Iron Threaded Fittings.
   6. ASME B16.23 - Cast Copper Alloy Solder Joint Drainage Fittings (DWV).
   7. ASME B16.29 - Wrought Copper and Wrought Copper Alloy Solder Joint Drainage Fittings - DWV.
   8. ASME B31.9 - Building Services Piping.

B. ASTM International:
   1. ASTM A47/A47M - Standard Specification for Ferritic Malleable Iron Castings.
   2. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
   3. ASTM A74 - Standard Specification for Cast Iron Soil Pipe and Fittings.
   4. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
   5. ASTM A395/A395M - Standard Specification for Ferritic Ductile Iron Pressure-Retaining Castings for Use at Elevated Temperatures.
   6. ASTM A536 - Standard Specification for Ductile Iron Castings.
   7. ASTM A746 - Standard Specification for Ductile Iron Gravity Sewer Pipe.
   8. ASTM B32 - Standard Specification for Solder Metal.
   9. ASTM B42 - Standard Specification for Seamless Copper Pipe, Standard Sizes.
   10. ASTM B43 - Standard Specification for Seamless Red Brass Pipe, Standard Sizes.
   11. ASTM B75 - Standard Specification for Seamless Copper Tube.
   12. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
   13. ASTM B251 - Standard Specification for General Requirements for Wrought Seamless Copper and Copper-Alloy Tube.
   14. ASTM B302 - Standard Specification for Threadless Copper Pipe.
   15. ASTM B306 - Standard Specification for Copper Drainage Tube (DWV).

16. ASTM C14 - Standard Specification for Concrete Sewer, Storm Drain, and Culvert Pipe.
17. ASTM C76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
18. ASTM C443 - Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets.
19. ASTM C443M - Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets (Metric).
20. ASTM C478 - Standard Specification for Precast Reinforced Concrete Manhole Sections.
21. ASTM C564 - Standard Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings.
22. ASTM C1053 - Standard Specification for Borosilicate Glass Pipe and Fittings for Drain, Waste, and Vent (DWV) Applications.
23. ASTM D1784 - Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
24. ASTM D1785 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
25. ASTM D2235 - Standard Specification for Solvent Cement for Acrylonitrile-Butadiene-Styrene (ABS) Plastic Pipe and Fittings.
26. ASTM D2241 - Standard Specification for Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series).
27. ASTM D2464 - Standard Specification for Threaded Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
28. ASTM D2466 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
29. ASTM D2467 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
30. ASTM D2564 - Standard Specification for Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Piping Systems.
31. ASTM D2661 - Standard Specification for Acrylonitrile-Butadiene-Styrene (ABS) Schedule 40 Plastic Drain, Waste, and Vent Pipe and Fittings.
32. ASTM D2662 - Standard Specification for Polybutylene (PB) Plastic Pipe (SIDR-PR) Based on Controlled Inside Diameter.
33. ASTM D2665 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings.
34. ASTM D2729 - Standard Specification for Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
35. ASTM D2751 - Standard Specification for Acrylonitrile-Butadiene-Styrene (ABS) Sewer Pipe and Fittings.
36. ASTM D2855 - Standard Practice for Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings.
37. ASTM D2996 - Standard Specification for Filament-Wound Fiberglass (Glass-Fiber-Reinforced Thermosetting Resin) Pipe.
38. ASTM D2997 - Standard Specification for Centrifugally Cast Fiberglass (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe.
39. ASTM D3034 - Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
40. ASTM D3262 - Standard Specification for Fiberglass (Glass-Fiber-Reinforced Thermosetting-Resin) Sewer Pipe.

41. ASTM D3517 - Standard Specification for "Fiberglass" (Glass-Fiber-Reinforced Thermosetting-Resin) Pressure Pipe.
42. ASTM D3754 - Standard Specification for "Fiberglass" (Glass-Fiber-Reinforced Thermosetting-Resin) Sewer and Industrial Pressure Pipe.
43. ASTM D3840 - Standard Specification for "Fiberglass" (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe Fittings for Nonpressure Applications.
44. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
45. ASTM F628 - Standard Specification for Acrylonitrile-Butadiene-Styrene (ABS) Schedule 40 Plastic Drain, Waste, and Vent Pipe With a Cellular Core.
46. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.
47. ASTM F1476 - Standard Specification for Performance of Gasketed Mechanical Couplings for Use in Piping Applications.

C. Cast Iron Soil Pipe Institute:
1. CISPI 301 - Standard Specification for Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste, and Vent Piping Applications.
2. CISPI 310 - Specification for Coupling for Use in Connection with Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste, and Vent Piping Applications.

D. Manufacturers Standardization Society of the Valve and Fittings Industry:
1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.
2. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.
3. MSS SP 70 - Cast Iron Gate Valves, Flanged and Threaded Ends.
4. MSS SP 71 - Cast Iron Swing Check Valves, Flanged and Threaded Ends.
5. MSS SP 80 - Bronze Gate, Globe, Angle and Check Valves.
6. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.
7. MSS SP 110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends.

E. Plumbing and Drainage Institute:
1. PDI G101 - Standard - Testing and Rating Procedure for Grease Interceptors.

1.4 SUBMITTALS

A. Division 1 and Section 15000: Submittals.
B. Product Data:
1. Piping: Submit data on pipe materials, fittings, and accessories. Submit manufacturers catalog information.
2. Sanitary Drainage Specialties: Submit manufacturers catalog information, component sizes, rough-in requirements, service sizes, and finishes.

C. Manufacturer's Installation Instructions: Submit installation instructions for material and equipment.
D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.5 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of equipment and clean-outs.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with State and local standards.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.
B. Installer: Company specializing in performing Work of this section with minimum three years experience.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

1.9 ENVIRONMENTAL REQUIREMENTS

A. Do not install underground piping when bedding is wet or frozen.

1.10 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.11 WARRANTY

A. Section 15000: Product warranties.

PART 2 - PRODUCTS

2.1 SANITARY SEWER PIPING, BURIED BEYOND 5 FEET OF BUILDING

A. Cast Iron Soil Pipe: ASTM A74, service weight, bell and spigot ends.
   1. Fittings: Cast iron, ASTM A74.
   2. Joints: ASTM C564, rubber gasket joint devices.
B. PVC Pipe: ASTM D2729, polyvinyl chloride (PVC) material, bell and spigot solvent sealed ends.
   1. Fittings: PVC, ASTM D2729.
   2. Joints: ASTM D2855, solvent weld with ASTM D2564 solvent cement.

2.2 SANITARY SEWER PIPING, BURIED WITHIN 5 FEET OF BUILDING

A. Cast Iron Soil Pipe: ASTM A74, service weight, bell and spigot ends.
   1. Fittings: Cast iron, ASTM A74.
   2. Joints: Hub-and-spigot, CISPI HSN compression type with ASTM C564 neoprene gaskets or lead and oakum.
B. PVC Pipe: ASTM D2729, polyvinyl chloride (PVC) material, bell and spigot solvent sealed ends.
   1. Fittings: PVC, ASTM D2729.
   2. Joints: ASTM D2855, solvent weld with ASTM D2564 solvent cement.

2.3 SANITARY SEWER PIPING, ABOVE GRADE

A. Cast Iron Pipe: ASTM A74, service weight.
   1. Fittings: Cast iron, ASTM A74.
   2. Joints: ASTM C564, rubber gasket joint devices or lead and oakum.
B. PVC Pipe: ASTM D1785 Schedule 40, polyvinyl chloride (PVC) material.
   1. Fittings: ASTM D2466, Schedule 40, PVC.
   2. Joints: ASTM D2855, solvent weld with ASTM D2564 Solvent cement.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify excavations are to required grade, dry, and not over-excavated.

3.2 PREPARATION

A. Ream pipe and tube ends. Remove burrs.
B. Remove scale and dirt, on inside and outside, before assembly.
C. Prepare piping connections to equipment with flanges or unions.
D. Keep open ends of pipe free from scale and dirt. Protect open ends with temporary plugs or caps.

3.3 INSTALLATION – HANGERS AND SUPPORTS

A. Pipe Hangers and Supports.
   1. Install hangers in accordance with Section 15060.

3.4 INSTALLATION - BURIED PIPING SYSTEMS

A. Verify connection to existing piping system size, location, and invert are as indicated on Drawings.
B. Establish elevations of buried piping with not less than 2 ft of cover.
C. Establish minimum separation of sanitary sewer from other services piping in accordance with local code.
D. Remove scale and dirt on inside of piping before assembly.
E. Excavate pipe trench in accordance with Section 15000.
F. Install pipe to elevation as indicated on Drawings.
G. Route pipe in straight line.
H. Metallic Piping: Install plastic ribbon tape continuous over top of pipe. Refer to Section 15075.
I. Non-Metallic Piping: Install trace wire continuous over top of pipe. Refer to Section 15075.
J. Pipe Cover and Backfilling:
   1. Backfill trench in accordance with Section 15000.

3.5 INSTALLATION - ABOVE GROUND PIPING

A. Establish invert elevations, slope for drainage as required by local code. Maintain gradients.

B. Extend cleanouts to finished floor or wall surface. Lubricate threaded cleanout plugs with mixture of graphite and linseed oil. Provide clearances at cleanout for snaking drainage system.
C. Encase exterior cleanouts in concrete flush with grade.
D. Install floor cleanouts at elevation to accommodate finished floor.
E. Provide non-conducting dielectric connections wherever jointing dissimilar metals.
F. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
G. Install piping to maintain headroom. Do not spread piping, conserve space.
H. Group piping whenever practical at common elevations.
I. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
J. Provide clearance in hangers and from structure and other equipment for installation of insulation. Refer to Section 15080.
K. Provide access where valves and fittings are not accessible.
L. Install piping penetrating roofed areas to maintain integrity of roof assembly.
M. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.
N. Prepare exposed, unfinished pipe, fittings, supports, and accessories ready for finish painting. Refer to Division 9.
O. Install bell and spigot pipe with bell end upstream.
P. Sleeve pipes passing through partitions, walls and floors.
Q. Install firestopping at fire rated construction perimeters and openings containing penetrating sleeves and piping. Refer to Division 7.
R. Support cast iron drainage piping at every joint.

3.6 FIELD QUALITY CONTROL

A. Test sanitary waste and vent piping system in accordance with applicable code.

END OF SECTION

SECTION 15410

PLUMBING FIXTURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Water closets.
B. Urinals.
C. Lavatories.
D. Sinks.
E. Service sinks.

1.3 SUBMITTALS

A. Division 1 and Section 15000: Submittals.
B. Product Data: Submit catalog illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.
C. Manufacturer's Installation Instructions: Submit installation methods and procedures.
D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Submit fixture, trim, exploded view and replacement parts lists.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with State and local standards.
B. Provide products requiring electrical connections listed and classified by Underwriters Laboratories Inc., as suitable for purpose specified and indicated.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.
B. Installer: Company specializing in performing Work of this section with minimum three years experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Accept fixtures on site in factory packaging. Inspect for damage.
B. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

PART 2 - PRODUCTS

2.1 FIXTURES

A. Refer to the drawings Plumbing Fixture Schedule for fixture make, model numbers, and type.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify walls and floor finishes are prepared and ready for installation of fixtures.
B. Verify electric power is available and of correct characteristics.
C. Confirm millwork is constructed with adequate provision for installation of counter top lavatories and sinks.

3.2 PREPARATION

A. Rough-in fixture piping connections in accordance with minimum sizes indicated in fixture rough-in schedule for particular fixtures.

3.3 INSTALLATION

A. Install Work in accordance with State and local standards.
B. Install each fixture with trap, easily removable for servicing and cleaning.
C. Provide chrome plated rigid or flexible supplies to fixtures with stops, reducers, and escutcheons.
D. Install components level and plumb.
E. Install and secure fixtures in place with wall supports or wall carriers and bolts.
F. Seal fixtures to wall and floor surfaces with sealant as specified in Division 7, color to match fixture.
G. Solidly attach water closets to floor with lag screws. Lead flashing is not intended hold fixture in place.
H. For ADA accessible water closets, install flush valve with handle to wide side of stall.

3.4 INTERFACE WITH OTHER PRODUCTS

A. Review millwork shop-drawings. Confirm location and size of fixtures and openings before rough in and installation.

3.5 ADJUSTING

A. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.

3.6 CLEANING

A. Clean plumbing fixtures and equipment.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Do not permit use of fixtures before final acceptance.

END OF SECTION

SECTION 15736

**PACKAGED ROOFTOP AIR CONDITIONING UNITS
SMALL CAPACITY**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 - General Requirements apply to Work of this Section.

1.2 SECTION INCLUDES

A. Packaged rooftop air conditioning unit.
B. Roof curb.

1.3 REFERENCES

A. Air-Conditioning and Refrigeration Institute:
   1. ARI 210/240 - Unitary Air-Conditioning and Air-Source Heat Pump Equipment.
   2. ARI 270 - Sound Rating of Outdoor Unitary Equipment.
B. American Society of Heating, Refrigerating and Air-Conditioning Engineers:
   1. ASHRAE 52.1 - Gravimetric and Dust-Spot Procedures for Testing Air-Cleaning Devices Used in General Ventilation for Removing Particulate Matter.
C. ASTM International:
   1. ASTM B117 - Standard Practice for Operating Salt Spray (Fog) Apparatus.
D. National Fire Protection Association:
   1. NFPA 54 - National Fuel Gas Code.
   2. NFPA 58 - Liquefied Petroleum Gas Code.
   3. NFPA 90A - Standard for the Installation of Air Conditioning and Ventilating Systems.

1.4 SUBMITTALS

A. Division 1 and Section 15000: Submittals.
B. Product Data: Submit data indicating:
   1. Cooling and heating capacities.
   2. Dimensions.
   3. Weights.
   4. Rough-in connections and connection requirements.
   5. Duct connections.
   6. Electrical requirements with electrical characteristics and connection requirements.
   7. Controls.
   8. Accessories.
C. Manufacturer's Installation Instructions: Submit assembly, support details, connection requirements, and include start-up instructions.
D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Submit manufacturer's descriptive literature, operating instructions, installation instructions, and maintenance and repair data.

1.6 QUALITY ASSURANCE

A. Cooling Capacity: Rate in accordance with ARI 210/240.
B. Sound Rating: Measure in accordance with ARI 270.
C. Insulation and Adhesives: Meet requirements of NFPA 90A.
D. Perform Work in accordance with State and local standards.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.
B. Installer: Company specializing in performing Work of this section with minimum three years experience.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Accept units on site. Inspect for damage.
B. Protect units from damage by storing off roof until roof mounting curbs are in place.

1.9 COORDINATION

A. Coordinate installation of roof curbs with roof structure, roof deck and roof membrane installation.

1.10 WARRANTY

A. Section 15000: Product warranties.
B. Furnish five year manufacturer’s warranty for compressors.
C. Furnish ten year manufacturer’s warranty for heat exchangers.

1.11 EXTRA MATERIALS

A. Furnish one set of filters for each unit.

PART 2 - PRODUCTS

2.1 ROOFTOP AIR CONDITIONING UNITS

A. Manufacturers:
   1. Carrier Corp.
   2. The Trane Company.
   3. Johnson Controls, Inc.
   4. Substitutions: Not permitted.
B. Product Description: Self-contained, packaged, factory assembled and wired, consisting of tapered roof curb, cabinet, supply fan, refrigerant cooling coil, compressor, refrigeration circuit, condenser, gas-fired heating section, air filters, mixed air casing, controls, and accessories.

C. Configuration: Downflow air delivery.
D. Roof Mounting Curb: Galvanized steel, channel frame with gaskets, nailer strips. Full perimeter type for mounting under entire unit. Provide tapered roof curb to match roof slope. The curb shall provide a minimum 10 inches between the top of the finished roof surface and the top of the curb.
E. Cabinet:
   1. Designed for outdoor installation with weatherproof construction.
   2. Panels: Constructed of galvanized steel with baked enamel finish meeting salt spray test in accordance with ASTM B117. Furnish access doors or removable access panels.
   3. Insulation: Factory applied to exposed vertical and horizontal panels. ½ inch thick aluminum foil faced glass fiber with edges protected from erosion.
F. Supply Fan: Forward curved centrifugal type, resiliently mounted with direct drive or V-belt drive, adjustable variable pitch motor pulley and high efficiency motor. Motor permanently lubricated with built-in thermal overload protection.
G. Evaporator Coil: Constructed of copper tubes expanded onto aluminum fins. Galvanized drain pan with piping connection. Factory leak tested under water.
H. Compressor: Hermetically sealed, resiliently mounted with positive lubrication, and internal motor overload protection. Furnish internal vibration isolators, or external vibration isolators, and short cycle protection.
I. Refrigeration Circuit: Furnish the following for each circuit expansion device, filter-drier, suction, discharge, and liquid line service valves with gauge ports, and high and low pressure safety controls. Dehydrate and factory charge each circuit with oil and refrigerant.
J. Condenser:
   1. Coil: Copper tube aluminum fin coil assembly and coil guard. Factory leak tested under water. Provide factory installed hail screen.
   2. Condenser Fan: Direct drive propeller fans statically and dynamically balanced. Wired to operate with compressor. Motor permanently lubricated with built-in thermal overload protection. Furnish high efficiency fan motors.
K. Gas-Fired Heating Section:
   1. Fuel: Natural gas.
   2. Heat Exchangers: Aluminized steel, welded construction.
   3. Gas Burner: Induced draft type burner with adjustable combustion air supply, pressure regulator, gas valves, manual shut-off, intermittent spark or glow coil ignition, flame sensing device, and automatic 100 percent shut-off pilot. Require unit fan operation before allowing gas valve to open.
L. Air Filters: 2 inch thick glass fiber disposable media in metal frames.
M. Mixed Air Casing:
   1. Outside Air Damper: Automatic, two position spring return. Interlocked to open when supply fan starts. Furnish rain hood with screen.
N. Controls:
   1. Thermostat: 7 day programmable electronic space thermostat with manual changeover and heating setback and cooling setup capability. Furnish system selector switch heat-off-cool and fan control switch, auto-on.

2.2 ELECTRICAL CHARACTERISTICS AND COMPONENTS

A. Electrical Characteristics: In accordance with Division 16 and the following:
B. Disconnect Switch: Disconnect will be provided by and installed by the Division 16 Contractor.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify roof curbs are installed and dimensions are as instructed by manufacturer.

3.2 INSTALLATION

A. Roof Curb:
   1. Assemble roof curb. Refer to detail on Mechanical Sheets.
   2. Install roof curb level.
   3. Install units on roof curb providing watertight enclosure to protect ductwork and utility services.
   4. Install gasket material between unit base and roof curb.
B. Connect units to supply and return ductwork with flexible connections.
C. Install condensate piping with trap and route from drain pan to condensate drainage system.
D. Install components furnished loose for field mounting.
E. Install electrical devices furnished loose for field mounting.
F. Install control wiring between unit and field installed accessories.

3.3 INSTALLATION - NATURAL GAS HEATING SECTION

A. Connect natural gas piping in accordance with NFPA 54.
B. Connect natural gas piping to unit, full size of unit gas train inlet. Arrange piping with clearances for burner service.
C. Install natural gas piping accessories above roof.

3.4 CLEANING

A. Vacuum clean coils and inside of unit cabinet.
B. Install temporary filters during construction period. Replace with permanent filters at Substantial Completion.

3.5 DEMONSTRATION

A. Demonstrate unit operation and maintenance.

END OF SECTION

SECTION 15760

INFRARED HEATERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Infrared Heaters.

1.3 REFERENCES

A. Air-Conditioning and Refrigeration Institute:
   1. ARI 410 - Forced-Circulation Air-Cooling and Air-Heating Coils.
B. Sheet Metal and Air Conditioning Contractors:
   1. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.

1.4 SUBMITTALS

A. Division 1 and Section 15000: Submittals.
B. Shop Drawings: Indicate cross sections of units, and typical elevations. Indicate schedules of equipment and enclosures typically indicating length and number of pieces of element and enclosure.
C. Product Data: Submit configurations, dimensions, materials, connections, and rough-in dimensions. Submit mechanical and electrical service locations, capacities and accessories or optional items.
D. Manufacturer's Installation Instructions: Submit assembly, support details, and connection requirements.
E. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Submit manufacturers descriptive literature, operating instructions, installation instructions, maintenance and repair data, and parts listings.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with State and Local standards.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.

B. Installer: Company specializing in performing Work of this section with minimum three years experience.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Accept units on site in factory packing. Inspect for damage. Store under roof.
B. Protect coil fins from crushing and bending by leaving in shipping cases until installation, and by storing indoors. Protect coils from entry of dirt and debris with pipe caps or plugs.

1.9 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

PART 2 - PRODUCTS

2.1 INFRARED HEATERS

A. Manufacturers:
   1. Fostoria.
   2. Markel.
   3. Substitutions: Section 15000.
B. Housing:
   1. 20 gage Stainless Steel. Housing is UL Listed for outdoor applications.
C. Reflectors and End Caps:
   1. .040 Gold Anodized Aluminum reflectors and end caps for superior reflectiveness. 90 degree medium (symmetric) pattern only.
D. Elements:
   1. Quartz Tubes. Frosted quartz envelope with a nickel-chrome coiled filament, porcelain end caps, and threaded-screw (stud) terminations. Fast heat-up and cool-down performance.
E. Accessories:
   1. Adjustable mounting brackets (stainless steel only), wire guards, thermostats, SCR controller and power contractor panels.
F. Control:
   1. Heaters shall be controlled by Markel FPC – 863-F power control panels and a 1A22-3 Thermostats, located as shown on the Drawings. Thermostat shall be UL approved. Range 10 – 100 deg F.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify roof construction is ready for installation.
B. Verify supports are in place and connections are correctly located.

3.2 INSTALLATION

A. Support heaters from roof structure on steel channel, angle frames or hanger rods.
B. Install heater in the horizontal position.

C. Install electric heating equipment including devices furnished by manufacturer but not factory-mounted. Furnish copy of manufacturer's wiring diagram submittal. Install electrical wiring in accordance with manufacturer's submittals and Division 16.

3.3 CLEANING

A. After construction is completed, including painting, clean exposed surfaces of units.

END OF SECTION

SECTION 15810

DUCTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Duct Materials.
B. Ductwork fabrication.

1.3 REFERENCES

A. ASTM International:
1. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
2. ASTM A90/A90M - Standard Test Method for Weight Mass of Coating on Iron and Steel Articles with Zinc or Zinc-Alloy Coatings.
3. ASTM A167 - Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
4. ASTM A568/A568M - Standard Specification for Steel, Sheet, Carbon, and High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled, General Requirements for.
5. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
6. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
7. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
8. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
9. ASTM C14 - Standard Specification for Concrete Sewer, Storm Drain, and Culvert Pipe.
10. ASTM C443 - Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets.
11. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

B. National Fire Protection Association:
1. NFPA 90A - Standard for the Installation of Air Conditioning and Ventilating Systems.
2. NFPA 90B - Standard for the Installation of Warm Air Heating and Air Conditioning Systems.

C. Sheet Metal and Air Conditioning Contractors:
   1. SMACNA - HVAC Air Duct Leakage Test Manual.
   2. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.
D. Underwriters Laboratories Inc.:
   1. UL 181 - Factory-Made Air Ducts and Connectors.

1.4 PERFORMANCE REQUIREMENTS

A. Variation of duct configuration or sizes other than those of equivalent or lower loss coefficient is not permitted except by written permission. Size round ducts installed in place of rectangular ducts in accordance with ASHRAE table of equivalent rectangular and round ducts.

1.5 SUBMITTALS

A. Division 1 and Section 15000 - Submittals.
B. Product Data: Submit data for duct materials and duct connectors.
C. Test Reports: Indicate pressure tests performed. Include date, section tested, test pressure, and leakage rate, following SMACNA HVAC Air Duct Leakage Test Manual.
D. Manufacturer's Installation Instructions: Submit special procedures for glass fiber ducts.

1.6 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of ducts and duct fittings. Record changes in fitting location and type. Show additional fittings used.

1.7 QUALITY ASSURANCE

A. Perform Work in accordance with SMACNA - HVAC Duct Construction Standards - Metal and flexible.
B. Construct ductwork to NFPA 90A standards.

1.8 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.
B. Installer: Company specializing in performing Work of this section with minimum three years experience.

1.9 ENVIRONMENTAL REQUIREMENTS

A. Do not install duct sealant when temperatures are less than those recommended by sealant manufacturers.
B. Maintain temperatures during and after installation of duct sealant.

1.10 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.11 WARRANTY

A. Section 15000: Product warranties.

PART 2 - PRODUCTS

2.1 DUCT MATERIALS

A. Galvanized Steel Ducts: ASTM A653/A653M galvanized steel sheet, lock-forming quality, having G90 zinc coating of in conformance with ASTM A90/A90M.
B. Fasteners: Rivets, bolts, or sheet metal screws.
C. Hanger Rod: ASTM A36/A36M; steel, galvanized; threaded both ends, threaded one end, or continuously threaded.

2.2 DUCTWORK FABRICATION

A. Fabricate and support rectangular ducts in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible and as indicated on Drawings. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.
B. Fabricate and support round ducts with longitudinal seams in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible (Round Duct Construction Standards), and as indicated on Drawings. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.
C. Construct T's, bends, and elbows with minimum radius 1-1/2 times centerline duct width. Where not possible and where rectangular elbows are used, provide turning vanes. Where acoustical lining is indicated, furnish turning vanes of perforated metal with glass fiber insulation.
D. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.
E. Fabricate continuously welded round and oval duct fittings two gages heavier than duct gages indicated in SMACNA Standard. Minimum 4 inch cemented slip joint, brazed or electric welded. Prime coat welded joints.
F. Provide standard 45-degree lateral wye takeoffs. When space does not allow 45-degree lateral wye takeoff, use 90-degree tee connections.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify sizes of equipment connections before fabricating transitions.

3.2 INSTALLATION

A. Install and seal ducts in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.
B. During construction, install temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.
C. Use crimp joints with or without bead or beaded sleeve couplings for joining round duct sizes 8 inches and smaller.
D. Install duct hangers and supports in accordance with Section 15060.
E. Use double nuts and lock washers on threaded rod supports.
F. Connect flexible ducts to metal ducts with draw bands.
G. Set plenum doors 6 to 12 inches above floor. Arrange door swing so fan static pressure holds door in closed position.

3.3 INTERFACE WITH OTHER PRODUCTS

A. Install openings in ductwork where required to accommodate thermometers and controllers. Install pitot tube openings for testing of systems. Install pitot tube complete with metal can with spring device or screw to prevent air leakage. Where openings are provided in insulated ductwork, install insulation material inside metal ring.
B. Connect diffusers to low pressure ducts directly or with 5 feet maximum length of flexible duct held in place with strap or clamp.
C. Connect air outlets and inlets to supply ducts directly or with five foot maximum length of flexible duct. Do not use flexible duct to change direction.

3.4 SCHEDULES

A. Ductwork Material Schedule

AIR SYSTEM	MATERIAL
General Exhaust	Steel

B. Ductwork Pressure Class Schedule

AIR SYSTEM	MATERIAL
General Exhaust	1 inch wg regardless of velocity

END OF SECTION

SECTION 15820

DUCT ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Volume control dampers.

1.3 REFERENCES

A. National Fire Protection Association:
   1. NFPA 90A - Standard for the Installation of Air Conditioning and Ventilating Systems.
B. Sheet Metal and Air Conditioning Contractors:
   1. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.

1.4 SUBMITTALS

A. Division 1 and Section 15000: Submittals.
B. Product Data: Submit data for shop fabricated assemblies including flexible duct connections, volume control dampers, duct access doors, duct test holes, and hardware used.
C. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with State and local standards.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect dampers from damage to operating linkages and blades.

1.8 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.9 COORDINATION

A. Coordinate Work where appropriate with building control Work.

1.10 WARRANTY

A. Section 15000: Product warranties.

PART 2 - PRODUCTS

2.1 VOLUME CONTROL DAMPERS

A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.
B. Multi-Blade Damper: Fabricate of opposed blade pattern with maximum blade sizes 8 x 72 inch. Assemble center and edge crimped blades in prime coated or galvanized frame channel with suitable hardware.
C. End Bearings: Except in round ductwork 12 inches and smaller, furnish end bearings. On multiple blade dampers, furnish oil-impregnated nylon or sintered bronze bearings.
D. Quadrants:
   1. Furnish locking, indicating quadrant regulators on single and multi-blade dampers.
   2. On insulated ducts mount quadrant regulators on standoff mounting brackets, bases, or adapters.
   3. Where rod lengths exceed 30 inches furnish regulator at both ends.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify ducts and equipment installation are ready for accessories.
B. Check location of air outlets and inlets and make necessary adjustments in position to conform to architectural features, symmetry, and lighting arrangement.

3.2 INSTALLATION

A. Install in accordance with NFPA 90A, and follow SMACNA HVAC Duct Construction Standards - Metal and Flexible. Refer to Section 15810 for duct construction and pressure class.
B. Install duct access doors for inspection and cleaning before and after filters, coils, fans, automatic dampers, at fire dampers, combination fire and smoke dampers, and as indicated on Drawings. Install minimum 8 x 8 inch size for hand access, 18 x 18 inch size for shoulder access, and as indicated on Drawings. Review locations prior to fabrication.
C. Install temporary duct test holes where indicated on Drawings and required for testing and balancing purposes. Cut or drill in ducts. Cap with neat patches, neoprene plugs, threaded plugs, or threaded or twist-on metal caps.

END OF SECTION

SECTION 15830

FANS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Upblast centrifugal roof fans.

1.3 REFERENCES

A. American Bearing Manufacturers Association:
   1. ABMA 9 - Load Ratings and Fatigue Life for Ball Bearings.
   2. ABMA 11 - Load Ratings and Fatigue Life for Roller Bearings.

B. Air Movement and Control Association International, Inc.:
   1. AMCA 99 - Standards Handbook.
   2. AMCA 204 - Balance Quality and Vibration Levels for Fans.
   3. AMCA 210 - Laboratory Methods of Testing Fans for Aerodynamic Performance Rating.
   4. AMCA 300 - Reverberant Room Method for Sound Testing of Fans.
   5. AMCA 301 - Methods for Calculating Fan Sound Ratings from Laboratory Test Data.

C. American Refrigeration Institute:
   1. ARI 1060 - Air-to-Air Energy Recovery Ventilation Equipment Certification Equipment Program.

D. National Electrical Manufacturers Association:
   1. NEMA MG 1 - Motors and Generators.
   2. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

E. Underwriters Laboratories Inc.:
   1. UL 705 - Power Ventilators.

1.4 SUBMITTALS

A. Section 15000 - Submittals.

B. Product Data: Submit data on each type of fan and include accessories, fan curves with specified operating point plotted, power, RPM, sound power levels for both fan inlet and outlet at rated capacity, electrical characteristics and connection requirements.

C. Manufacturer's Installation Instructions: Submit fan manufacturers instructions.

D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Submit instructions for lubrication, motor and drive replacement, spare parts list, and wiring diagrams.

1.6 QUALITY ASSURANCE

A. Performance Ratings: Conform to AMCA 210 and bear AMCA Certified Rating Seal.
B. Sound Ratings: AMCA 301, tested to AMCA 300, and bear AMCA Certified Sound Rating Seal.
C. UL Compliance: UL listed and labeled, designed, manufactured, and tested in accordance with UL 705.
D. Balance Quality: Conform to AMCA 204.
E. Perform Work in accordance with State and local standards.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.
B. Installer: Company specializing in performing Work of this section with minimum three years experience.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Protect motors, shafts, and bearings from weather and construction dust.

1.9 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.10 WARRANTY

A. Section 15000: Product warranties.

1.11 EXTRA MATERIALS

A. Furnish two sets of belts for each fan.

PART 2 - PRODUCTS

2.1 UPBLAST CENTRIFUGAL ROOF FANS

A. Manufacturers:
   1. Greenheck Corp.
   2. Loren Cook Company.
   3. Twin City Fans.
   4. Substitutions: Section 15000 - Substitutions.
B. Fan Unit: Upblast type. V-belt or direct drive, with spun aluminum housing; resilient mounted motor; aluminum wire bird screen; square base to suit roof curb with continuous curb gaskets.
C. Sheaves: Cast iron or steel, dynamically balanced, bored to fit shafts and keyed; variable and adjustable pitch motor sheave selected so required rpm is obtained with sheaves set at mid-position; fan shaft with self-aligning pre-lubricated ball bearings.
D. Motor: Open drip proof.
E. Roof Curb: 12 inch high self-flashing of galvanized steel or aluminum construction with continuously welded seams, built-in cant strips, and factory installed nailer strip.

F. Disconnect Switch: Factory wired, non-fusible, in fan housing for thermal overload protected motor, NEMA 1 enclosure.
G. Accessories:
   1. Backdraft Damper: Motorized (120v) actuated, aluminum multiple blade construction, felt edged with offset hinge pin, nylon bearings, blades linked.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify roof curbs are installed and dimensions are as instructed by manufacturer.

3.2 INSTALLATION

A. Secure roof fans with cadmium plated steel lag screws to roof curb.
B. Centrifugal Fans: Install flexible connections specified in Section 15820 between fan and ductwork. Ensure metal bands of connectors are parallel with minimum one inch flex between ductwork and fan while running.
C. Install backdraft dampers on inlet to roof exhaust fans.
D. Provide backdraft dampers on outlet from centrifugal fans and as indicated on Drawings.
E. Install safety screen where inlet or outlet is exposed.
F. Install backdraft dampers on discharge of exhaust fans and as indicated on Drawings. Refer to Section 15820.
G. Provide sheaves required for final air balance.

3.3 DEMONSTRATION

A. Demonstrate fan operation and maintenance procedures.

3.4 PROTECTION OF FINISHED WORK

A. Do not operate fans for until ductwork is clean, filters in place, bearings lubricated, and fan has been test run under observation.

END OF SECTION

SECTION 15950

TESTING, ADJUSTING AND BALANCING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 General Requirements apply to work of this Section.

1.2 SECTION INCLUDES

A. Testing adjusting, and balancing of air systems.
B. Measurement of final operating condition of HVAC systems.

1.3 REFERENCES

A. Associated Air Balance Council:
   1. AABC MN-1 - National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems.
B. American Society of Heating, Refrigerating and Air-Conditioning Engineers:
   1. ASHRAE 111 - Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-Conditioning and Refrigeration Systems.
C. Natural Environmental Balancing Bureau:
   1. NEBB - Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems.

1.4 SUBMITTALS

A. Division 1 and Section 15000 - Submittals.
B. Prior to commencing Work, submit proof of latest calibration date of each instrument.
C. Test Reports: Indicate data on AABC MN-1 National Standards for Total System Balance forms or NEBB Report forms.
D. Field Reports: Indicate deficiencies preventing proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
E. Prior to commencing Work, submit report forms or outlines indicating adjusting, balancing, and equipment data required. Include detailed procedures, agenda, sample report forms and copy of AABC National Project Performance Guaranty or NEBB Certificate of Conformance Certification.
F. Submit draft copies of report for review prior to final acceptance of Project.
G. Furnish reports in soft cover, letter size, 3-ring binder manuals, complete with table of contents page and indexing tabs, with cover identification at front and side. Include set of reduced drawings with air outlets and equipment identified to correspond with data sheets, and indicating thermostat locations.

1.5 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of balancing valves and rough setting.
B. Operation and Maintenance Data: Furnish final copy of testing, adjusting, and balancing report inclusion in operating and maintenance manuals.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with State and local standards.
B. Perform Work in accordance with AABC MN-1 National Standards for Field Measurement and Instrumentation, Total System Balance and NEBB Procedural Standards for Testing, Balancing and Adjusting of Environmental Systems.
C. Maintain one copy of each document on site.
D. Prior to commencing Work, calibrate each instrument to be used. Upon completing Work, recalibrate each instrument to assure reliability.

1.7 QUALIFICATIONS

A. Agency: Company specializing in testing, adjusting, and balancing of systems specified in this section with minimum three years documented experience certified by AABC or NEBB.
B. Perform Work under supervision of AABC Certified Test and Balance Engineer or NEBB Certified Testing, Balancing and Adjusting Supervisor and a registered professional engineer experienced in performance of this Work and licensed in State of Texas.

1.8 SEQUENCING

A. Sequence balancing between completion of systems tested and Date of Substantial Completion.

1.9 SCHEDULING

A. Schedule and provide assistance in final adjustment.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify systems are complete and operable before commencing work. Verify the following:
1. Systems are started and operating in safe and normal condition.
2. Temperature control systems are installed complete and operable.
3. Proper thermal overload protection is in place for electrical equipment.
4. Final filters are clean and in place. If required, install temporary media in addition to final filters.
5. Duct systems are clean of debris.
6. Fans are rotating correctly.
7. Fire and volume dampers are in place and open.
8. Air coil fins are cleaned and combed.
9. Access doors are closed and duct end caps are in place.
10. Air outlets are installed and connected.
11. Duct system leakage is minimized.

3.2 PREPARATION

A. Furnish instruments required for testing, adjusting, and balancing operations.
B. Make instruments available to Architect/Engineer to facilitate spot checks during testing.

3.3 INSTALLATION TOLERANCES

A. Air Handling Systems: Adjust to within plus or minus 10 percent of design.
B. Air Outlets and Inlets: Adjust total to within plus 10 percent and minus 5 percent of design to space. Adjust outlets and inlets in space to within plus or minus 10 percent of design.

3.4 ADJUSTING

A. Verify recorded data represents actual measured or observed conditions.
B. Permanently mark settings of dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.
C. After adjustment, take measurements to verify balance has not been disrupted. If disrupted, verify correcting adjustments have been made.
D. Report defects and deficiencies noted during performance of services, preventing system balance.
E. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.
F. At final inspection, recheck random selections of data recorded in report. Recheck points or areas as selected and witnessed by Owner.
G. Check and adjust systems approximately six months after final acceptance and submit report.

3.5 AIR SYSTEM PROCEDURE

A. Adjust air handling and distribution systems to obtain required or design supply, return, and exhaust air quantities at site altitude.
B. Make air quantity measurements in main ducts by Pitot tube traverse of entire cross sectional area of duct.
C. Measure air quantities at air inlets and outlets.
D. Adjust distribution system to obtain uniform space temperatures free from objectionable drafts.
E. Use volume control devices to regulate air quantities only to extent adjustments do not create objectionable air motion or sound levels. Effect volume control by using volume dampers located in ducts.
F. Vary total system air quantities by adjustment of fan speeds. Provide sheave drive changes to vary fan speed. Vary branch air quantities by damper regulation.
G. Provide system schematic with required and actual air quantities recorded at each outlet or inlet.
H. Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across fan. Make allowances for 50 percent loading of filters.
I. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions.

J. Measure temperature conditions across outside air, return air, and exhaust dampers to check leakage.
K. At modulating damper locations, take measurements and balance at extreme conditions.

3.6 SCHEDULES

A. Equipment Requiring Testing, Adjusting, and Balancing:
   1. Electric Heaters.
   2. Fans.
B. Report Forms
   1. Title Page:
      a. Name of Testing, Adjusting, and Balancing Agency
      b. Address of Testing, Adjusting, and Balancing Agency
      c. Telephone and facsimile numbers of Testing, Adjusting, and Balancing Agency
      d. Project name
      e. Project location
      f. Project Architect
      g. Project Engineer
      h. Project Contractor
      i. Project altitude
      j. Report date
   2. Summary Comments:
      a. Design versus final performance
      b. Notable characteristics of system
      c. Description of systems operation sequence
      d. Summary of outdoor and exhaust flows to indicate building pressurization
      e. Nomenclature used throughout report
      f. Test conditions
   3. Instrument List:
      a. Instrument
      b. Manufacturer
      c. Model number
      d. Serial number
      e. Range
      f. Calibration date
   4. Electric Motors:
      a. Manufacturer
      b. Model/Frame
      c. HP/BHP and kW
      d. Phase, voltage, amperage; nameplate, actual, no load
      e. RPM
      f. Service factor
      g. Starter size, rating, heater elements
      h. Sheave Make/Size/Bore
   5. Exhaust Fan Data:
      a. Location
      b. Manufacturer
      c. Model number
      d. Serial number
      e. Air flow, specified and actual

f. Total static pressure (total external), specified and actual
g. Inlet pressure
h. Discharge pressure
i. Sheave Make/Size/Bore
j. Number of Belts/Make/Size
k. Fan RPM

END OF SECTION

SECTION 16000

BASIC ELECTRICAL METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 - General Requirements apply to Work of this Section.

1.2 REQUIREMENTS OF REGULATORY AGENCIES AND STANDARDS

A. Regulatory Agencies: Installation, materials, equipment and workmanship shall conform to the applicable provisions of the following:
B. National Electrical Code (NEC)
C. National Electrical Safety Code (NESC)
D. Terms and conditions of the electrical utility and other authorities having lawful jurisdiction pertaining to the work required.
E. All temperature control wiring and associated conduit and boxes, shall be provided under other sections of the specifications. All power and control wiring, not identified under Division 15, shall be provided under Division 16.
F. The work covered by Division 16 of the Specifications includes the furnishing of all materials, labor, transportation, tools, permits, and fees for the complete installation of all electrical work required in the Contract Drawings.
G. In the event that additional or special construction is required, the Contractor is responsible for providing all material and equipment which are usually furnished with such construction in order to complete the installation, whether indicated or not.
H. The contractor shall familiarize himself with the existing conditions of the site and advise the Architect of any discrepancy or conflict prior to bidding.
I. The contractor shall be responsible for all permits, fees, and licenses required for the project. All cost of such permits or fees shall be included in the bid.
J. All equipment and material shall be installed in accordance with the applicable manufacturer’s recommendations and standards.
K. Install sleeves, sealant pans, and roof penetrations as required for the installation of the electrical work. All such work is subject to the approval of the Architect.
L. Contractor shall be responsible for coordinating with the utility service provider to verify all locations, routing, equipment and labor that will be furnished as a part of this contract.
M. Any fees or charges associated with delivering permanent power for the project shall be included in the Contractor’s bid.
N. As a part of this project the Division 16 Contractor shall be responsible for providing all power and control wiring and conduit to support mechanical equipment, controls, dampers, etc.

1.3 SUBMITTALS

A. The intent of this section is to give general submittal information, refer to specific submittal information in the subsequent mechanical sections.

B. Within 10 days after award of the contract, and before orders are placed, Contractor shall submit specific information on list of equipment and principal materials specified. Contractor shall indicate and/or provide names of manufacturers, catalog and model numbers, cut sheets, and such other supplementary information as necessary for evaluation. Minimum of six (6) copies, or as directed by the Engineer, of each shall be submitted and shall include all items mentioned by model number and/or manufacturer's name in the specifications or in schedules on the drawings.

C. Requirements for each submittal:
   1. Bear a dated stamp or specific written indication that the Contractor has reviewed and approved all submittal prior to submission to Engineer.
   2. Have all information deleted by Contractor that pertains to the means and methods of construction or to fabrication, assembly, installation, or erection (approval by Engineer shall not extend to these areas unless specifically noted by Engineer).
   3. Be clearly and SPECIFICALLY marked as to which specific piece of equipment is being submitted, by use of a permanent marker, stamp, etc., so as to distinguish it from other pieces of equipment that may occur on the same page.
   4. Be clearly marked as to which available options are being submitted that are associated with a piece of equipment.
   5. Be complete with respect to quantities, dimensions, specific performance, materials, and similar data to enable the Engineer to review the proposed equipment.

   Omission by Contractor of any of the above requirements or submittals will subject submittal to automatic rejection without review.

   Any submittals received by Engineer that were not requested shall be returned without review of any kind.

PART 2 - PRODUCTS

2.1 EQUIPMENT REQUIREMENTS

A. The electrical requirements for equipment specified or indicated on the drawings are based on information available at the time of design. If equipment furnished for installation has electrical requirements other than indicated on the electrical drawings, the Contractor shall make any required changes to wire and conduit size, controls, overcurrent protection and installation as required to accommodate the equipment supplied, without additional charge to the Owner. The complete responsibility and costs for such adjustments shall be assigned to the respective section of this specification under which the equipment is furnished.

2.2 MATERIALS

A. All similar materials and equipment shall be the product of the same manufacturer unless specified otherwise.
B. Materials and equipment shall be the standard products of manufacturers regularly engaged in the production of such material and shall be the manufacturer's current and standard design.
C. Altitude: Equipment affected by altitude shall perform satisfactorily for the function intended at the altitude of the project site.

D. Detectable Warning Tape: Acid and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6" wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30" deep; colored as follows:
   1. Red: Electric.
   2. Yellow: Gas, oil, steam, and dangerous materials.
   3. Orange: Telephone and other communications.
   4. Blue: Water systems.
   5. Green: Sewer systems.

E. Backfill Material
   1. Material 4" below and 12" above pipes and conduit shall be natural or manufactured sand complying to ASTM C 33.
   2. Material more than 12" above pipes and conduits shall be sand indicated above or native fill free of rock or gravel larger than 3/8" in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

PART 3 - EXECUTION

3.1 GENERAL

A. Fabrication, erection and installation of the complete electrical system shall be done in accordance with accepted good practice by qualified personnel experienced in such work and shall proceed in an orderly manner so as not to impede the progress of the project. The Electrical Contractor shall check all areas and surfaces where electrical equipment material is to be installed, removed or relocated and report any unsatisfactory conditions before starting work. Commencement of work signifies this Contractor's acceptance of existing conditions. In the acceptance or rejection of the finished installation, no allowance will be made for lack of skill on the part of workmen. Surfaces requiring coatings will be completed prior to installation of any electrical work on these surfaces.

B. The electrical drawings are diagrammatic. The installation requirements shall be carefully coordinated with structural, architectural and mechanical conditions and shall be adjusted to avoid conflict.

C. All work shall be concealed in walls, ceilings, chases unless specifically noted to be exposed or otherwise approved.

D. The locations of electrical equipment are approximate and are not intended to convey the exact details and mounting of location of outlets, equipment and other items. Exact locations are to be field determined by actual measurements.

E. The location height and projection of fixtures illuminating signs or special features shall be approved by Architect prior to installation.

F. Contractor shall coordinate the location of all exterior fixtures with Architectural drawings and specifications.

G. Consult the Architectural Drawings to determine wall finishes and locations of wall mounted equipment, counter top splashes and similar items to avoid conflict with electrical equipment. At locations where surface or pendant mounted light fixtures are noted, provide for all necessary framing channels, pendants, chains, canopies and other hardware as required for a complete and operable system.

H. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.

I. Excavation for Pipe and Conduit
   1. Excavate trenches to indicated gradients, lines, depths, and elevations.
   2. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12" higher than top of pipe or conduit, unless otherwise indicated.
   3. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
      a. For pipes and conduit less than 6" in nominal diameter and flat-bottomed, multiple-duct conduit units, hand excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
      b. For pipes and conduit 6" or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
      c. Excavate trenches 4" deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
   4. Place backfill and fill materials in layers not more than 8" in loose depth for material compacted by heavy compaction equipment, and not more than 4" in loose depth for material compacted by hand-operated tampers.
   5. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
      a. Under structures, building slabs, steps, and pavements, scarify and recompact top 12" of existing subgrade and each layer of backfill or fill material at 95 percent.
      b. Under walkways, scarify and recompact top 6" below subgrade and compact each layer of backfill or fill material at 92 percent.
      c. Under lawn or unpaved areas, scarify and recompact top 6" below subgrade and compact each layer of backfill or fill material at 85 percent.
   6. Install detectable warning tape above conduits and pipe, 12" below finished grade, except 6" below subgrade under pavements and slabs.
   7. Protection
      a. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
      b. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
         1) Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
      c. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
         1) Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.
   8. Disposal of Surplus and Waste Materials
      a. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property unless otherwise directed by Owner.
      b. Repair: Any damage to shrubs, grass or structures shall be repaired to previous condition by Contractor at no additional expense to Owner.

J. It shall be the responsibility of the Division 16 Contractor to provide for all disconnecting and motor control devices for all equipment. The Contractor shall coordinate to determine voltage, phase and configurations. Any changes necessary to coordinate these items between Division 15 and Division 16 shall be considered part of this contract.

K. The Division 16 Contractor shall be responsible for providing for all power requirements associated with the mechanical systems including power, control devices, smoke dampers, etc. Refer to Division 15 drawings for locations and requirements.

L. In addition to the work described on the Electrical Sheets, the Division 16 Contractor shall be responsible for all conduit, fittings, boxes and power wiring as described on the theatrical lighting drawings and the Division 11 Specifications. This shall include all conduit, wiring, j-boxes and connection for the 120v dimming circuits extending from the dimming system to the theatrical luminaire locations. All conduit and boxes for theatrical control locations shall be concealed and as indicated on the theatrical drawings.

M. Contractor shall provide all 120v connections, receptacles, wire and conduit as indicated on electrical plans and audio/visual plans. Coordinate connection requirements with audio/visual contractor. Provide a 20a, 120v, weather-proof, GFCI receptacle within 25 feet of all roof-mounted mechanical equipment. Refer to drawings.

3.2 PERFORMANCE TESTS

A. Thoroughly test all control circuits, fixtures, services and all circuits for proper operating condition and freedom from grounds and short circuits before acceptance is requested. All equipment, appliances and devices shall be operated under load conditions.

B. After the interior wiring system installation is complete conduct operating tests for approval. When requested, test all the wire, cable, devices and equipment after installation, to assure that all material continues to possess all the original characteristics as required by governing codes and standards listed in these specifications.

C. After motor operation has been verified make voltage readings at all panelboards and starters. Based on these readings, make final adjustments of primary taps on all transformers in the building as directed, or coordinate with the utility proper building voltage.

D. Perform such other tests as required by other sections of these specifications or as requested to prove acceptability.

E. Furnish all instruments and labor for testing.

F. All material installed shall be listed, inspected, and approved by a nationally accepted testing laboratory such as UL and/or ETL. All material shall bear the UL or ETL label where available.

3.3 SUBMITTAL AND APPROVAL OF MATERIALS

A. All requirements for submittals shall comply with the applicable provisions included in the individual specification sections.

B. Unless identified as a sole source item, the listing of product manufacturers, catalog numbers, etc., on the drawings is intended to establish a standard of quality of the product. It is the responsibility of the contractor to review all items he intends to submit. If equipment other than that indicated on drawings is proposed by the contractor, the information will be reviewed at the time of the submission of the submittal.

END OF SECTION

SECTION 16111

CONDUIT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 - General Requirements apply to Work of this Section.

1.2 SECTION INCLUDES

A. Metal conduit.
B. Flexible metal conduit.
C. Liquidtight flexible metal conduit.
D. Electrical metallic tubing.
E. Fittings and conduit bodies.

1.3 RELATED SECTIONS

A. Section 07270 - Fire Stopping.
B. Section 16130 - Boxes.
C. Section 16170 - Grounding and Bonding.
D. Section 16190 - Supporting Devices.
E. Section 16195 - Electrical Identification.

1.4 REFERENCES

A. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
B. ANSI C80.3 - Electrical Metallic Tubing, Zinc Coated.
C. ANSI/NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
D. ANSI/NFPA 70 - National Electrical Code.
E. NECA "Standard of Installation."
F. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.

1.5 DESIGN REQUIREMENTS

A. Conduit Size: ANSI/NFPA 70.

1.6 SUBMITTALS

A. Submit under provisions of Section 01330.
B. Product Data: Provide for metallic conduit, flexible metal conduit, liquidtight flexible metal conduit, nonmetallic conduit, fittings and conduit bodies.

1.7 PROJECT RECORD DOCUMENTS

A. Submit under provisions of Section 01700.
B. Accurately record actual routing of conduits.

1.8 REGULATORY REQUIREMENTS

A. Conform to requirements of ANSI/NFPA 70.
B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect, and handle Products to site under provisions of Section 01600.
B. Accept conduit on site. Inspect for damage.
C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
D. Protect PVC conduit from sunlight.

1.10 PROJECT CONDITIONS

A. Verify that field measurements are as shown on Drawings.
B. Verify routing and termination locations of conduit prior to rough-in.
C. Conduit routing is shown on Drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

PART 2 - PRODUCTS

2.1 CONDUIT REQUIREMENTS

A. Minimum Size: 3/4 inch unless otherwise specified.
B. Wet and Damp Locations above grade: Use rigid steel or liquid tight flexible conduit.
C. Dry Locations: Use electrical metallic tubing for concealed and exposed locations.
D. Below Slab: Non metallic PVC conduit is acceptable within limitations specified.
E. Below Grade: Use only PVC coated rigid galvanized steel, wrapped rigid steel, or non metallic PVC conduit within limitations specified.
F. MC Cable: Shall not be utilized on this project.

2.2 METAL CONDUIT

A. Manufacturers:
   1. Allied.
   2. Wheatland.
   3. Substitutions: Under provisions of Section 01600.
B. Rigid Steel Conduit: ANSI C80.1.
C. Fittings and Conduit Bodies: ANSI/NEMA FB 1; all steel fittings.

2.3 FLEXIBLE METAL CONDUIT

A. Manufacturers:
   1. Greenfield.
   2. Electri-Flex.
   3. Allied Tube.
   4. Substitutions: Under provisions of Section 01600.
B. Description: Interlocked steel construction. Aluminum is not permitted.
C. Fittings: ANSI/NEMA FB 1 with fittings approved for steel flex.
D. Applications: Use for final connections to motorized equipment, connections to recessed lighting fixtures located in accessible ceilings, and connections to dry type transformers. Utilization of 3/8" in lieu of the minimum 3/4" is acceptable under the limitations of the National Electrical Code.

2.4 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

A. Manufacturers:
   1. Ultratite.
   2. Electri-flex.
   3. Substitutions: Under provisions of Section 01600.
B. Description: Interlocked steel construction with PVC jacket.
C. Fittings: ANSI/NEMA FB 1.
D. Applications: Use for final connections to motorized equipment in exterior locations and areas subjected to moisture (kitchen).

2.5 ELECTRICAL METALLIC TUBING (EMT)

A. Manufacturers:
   1. Allied.
   2. Substitutions: Under provisions of Section 01600.
B. Description: ANSI C80.3; galvanized tubing.
C. Fittings and Conduit Bodies: ANSI/NEMA FB 1; all steel, compression.
D. Applications: Do not use below grade or in exterior locations. Use only in interior locations.

2.6 PVC COATED METAL CONDUIT

A. Manufacturers:
   1. Levy.
   2. Robroy Industries.
   3. Substitutions: Under provisions of Section 01600.
B. Description: NEMA RN-1, rigid steel conduit with external PVC coating, 20 mil thick.
C. General: Protective layer may be factory applied or galvanized rigid steel conduit may be applied with two layers of corrosion resistant tape.
D. Fittings and Conduit Bodies: ANSI/NEMA FB 1; steel fittings with external PVC coatings to match conduit.

2.7 NON-METALLIC PVC CONDUIT

A. Manufacturers:
   1. Carlon.
   2. Allied.
   3. Substitutions: Under provisions of Section 01600.
B. Description: NEMA TC2; Schedule 40 PVC. Flame retardant type resistant to bending and cracking.
C. Fittings and conduit bodies: NEMA TC3.
D. Vertical risers and ells installed below grade shall be rigid steel with wrapping.
E. Do not use above grade.
F. Joints made with PVC fittings shall be applied with solvent compound after thorough cleaning.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install conduit in accordance with NECA "Standard of Installation."
B. Install nonmetallic conduit in accordance with manufacturer's instructions.
C. Arrange supports to prevent misalignment during wiring installation.
D. Support conduit using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
E. Group related conduits; support using conduit rack. Construct rack using steel channel.
F. Fasten conduit supports to building structure and surfaces under provisions of Section 16190.
G. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports.
H. Do not attach conduit to ceiling support wires.
I. Arrange conduit to maintain headroom and present neat appearance.
J. Route exposed conduit parallel and perpendicular to walls.
K. Route conduit installed above accessible ceilings parallel and perpendicular to walls.
L. Maintain adequate clearance between conduit and piping.
M. Maintain 12 inch clearance between conduit and surfaces with temperatures exceeding 104 degrees F.
N. Cut conduit square using saw or pipecutter; de-burr cut ends.
O. Bring conduit to shoulder of fittings; fasten securely.
P. Use conduit hubs or sealing locknuts to fasten conduit to sheet metal boxes in damp and wet locations and to cast boxes.
Q. Install no more than equivalent of three 90-degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2 inch size.
R. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
S. Provide suitable fittings to accommodate expansion and deflection where conduit crosses, control and expansion joints.
T. Provide suitable pull string in each empty conduit except sleeves and nipples.
U. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
V. Ground and bond conduit under provisions of Section 16170.
W. Identify conduit under provisions of Section 16195.
X. Ducts shall be cleaned with a flexible mandrel assembly.

Y. All conduits passing vertically through slabs on grade shall be PVC-coated, rigid steel. Rigid steel conduits shall be applied with protective coatings as indicated herein. All transitions from PVC to rigid steel shall occur below the slab.

Z. Underground branch circuit extensions to parking lot lighting fixtures and other branch circuits may be direct buried PVC conduit. Service entrance and primary PVC conduits shall be concrete encased in accordance with the drawings unless otherwise approved by the Engineer.

AA. Minimum cover for underground conduits shall be 30 inches unless otherwise noted. Minimum cover for primary electrical conduits shall be a minimum of 48 inches of cover or as directed by the utility provider.

BB. All conduit shall be routed concealed as much as possible including conduit serving roof-mounted equipment. Roof penetrations for conduits shall adhere to the requirements and details as indicated on the Architectural drawings.

3.2 INTERFACE WITH OTHER PRODUCTS

A. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods under the provisions of Section 07270.

B. Route conduit through roof openings for piping and ductwork or through suitable roof jack with pitch pocket. Coordinate location with roofing installation.

END OF SECTION

SECTION 16123

BUILDING WIRE AND CABLE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 - General Requirements apply to Work of this Section.

1.2 SECTION INCLUDES

A. Building wire and cable.
B. Wiring connectors and connections.

1.3 RELATED SECTIONS

A. Section 16195 - Electrical Identification.

1.4 REFERENCES

A. Section 01400 - Quality Requirements: Requirements for references and standards.
B. NECA Standard of Installation (National Electrical Contractors Association).
C. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems (International Electrical Testing Association).
D. NFPA 70 - National Electrical Code.

1.5 SUBMITTALS FOR REVIEW

A. Section 01330 – Submittal Procedures: Procedures for submittals.
B. Product Data: Provide for each cable assembly type.

1.6 SUBMITTALS FOR INFORMATION

A. Section 01330 – Submittal Procedures: Procedures for submittals.
B. Test Reports: Indicate procedures and values obtained.
C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements.

1.7 SUBMITTALS AT PROJECT CLOSEOUT

A. Section 01700 – Execution Requirements: Procedures for submittals.
B. Project Record Documents: Record actual locations of components and circuits.

1.8 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years documented experience.

1.9 REGULATORY REQUIREMENTS

A. Conform to NFPA 70.
B. Furnish products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.10 FIELD SAMPLES

A. Provide under provisions of Section 01400.

1.11 PROJECT CONDITIONS

A. Section 01300 – Administrative Requirements.
B. Verify that field measurements are as indicated.
C. Conductor sizes are based on copper.
D. Wire and cable routing indicated is approximate unless dimensioned.

1.12 COORDINATION

A. Coordinate Work under provisions of Section 01300.
B. Where wire and cable destination is indicated and routing is not shown, determine exact routing and lengths required.

PART 2 - PRODUCTS

2.1 BUILDING WIRE

A. Manufacturers:
   1. Southwire.
   2. American Cable.
   3. Houston Wire and Cable.
   4. Substitutions: Refer to Section 01600 – Product Requirements.
B. Description: Single conductor insulated wire.
C. Conductor: Copper.
D. Insulation Voltage Rating: 600 volts.
E. Insulation: NFPA 70, Type indicated herein.
F. MC Cable: Shall not be utilized on this project.

2.2 WIRING CONNECTORS

A. Split Bolt Connectors:
   1. Ilsco.
   2. Buchanan.

3. Burndy.
4. Substitutions: Refer to Section 01600 – Product Requirements.

B. Solderless Pressure Connectors:
1. Ilsco.
2. Buchanan.
3. Burndy.
4. Substitutions: Refer to Section 01600 – Product Requirements.

C. Spring Wire Connectors:
1. Ideal.
2. Substitutions: Refer to Section 01600 – Product Requirements.

D. Compression Connectors:
1. Ilsco.
2. Buchanan.
3. Burndy.
4. Substitutions: Refer to Section 01600 – Product Requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01300 – Administrative Requirements: Verification of existing conditions before starting work.
B. Verify that interior of building has been protected from weather.
C. Verify that mechanical work likely to damage wire and cable has been completed.
D. Verify that raceway installation is complete and supported.

3.2 PREPARATION

A. Completely and thoroughly swab raceway before installing wire.

3.3 WIRING METHODS

A. All Locations: Use only building wire, Type THW or THHN/THWN insulation, in raceway.
B. Use wiring methods indicated.

3.4 INSTALLATION

A. Section 01400 - Quality Requirements: Manufacturer's instructions.
B. Route wire and cable as required to meet Project Conditions.
C. Install cable in accordance with the NECA "Standard of Installation."
D. Use solid conductor for feeders and branch circuits 10 AWG and smaller.
E. Use stranded conductors for control circuits.
F. Use conductor not smaller than 12 AWG for power and lighting circuits with the exception of pre-manufactured fixture whips, listed for such use and not exceeding 6' in length. Whips shall be supported from the structure.
G. Use conductor not smaller than 14 AWG for control circuits.
H. Use 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 100 feet and as indicated on the drawings.
I. Install all conductors in conduit.

J. Pull all conductors into raceway at same time.
K. Use suitable wire pulling lubricant for building wire 4 AWG and larger.
L. Protect exposed cable from damage.
M. All cables shall be neatly supported.
N. Use suitable cable fittings and connectors.
O. Neatly train and lace wiring inside boxes, equipment, and panelboards.
P. Clean conductor surfaces before installing lugs and connectors.
Q. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
R. Use split bolt connectors for copper conductor splices and taps, 6 AWG and larger. Tape uninsulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.
S. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
T. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
U. Identify and color code wire and cable under provisions of Section 16195. Identify each conductor with its circuit number or other designation indicated.
V. The number of conductors in each conduit run shall be limited to the requirements as indicated on the drawings and indicated in Article 310 of the 2005 National Electrical Code.

3.5 FIELD QUALITY CONTROL

A. Section 01400 - Quality Requirements: Field inspection, testing and adjusting.
B. Inspect and test in accordance with NETA ATS, except Section 4.
C. Perform inspections and tests listed in NETA ATS, Section 7.3.1.

END OF SECTION

SECTION 16130

BOXES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 - General Requirements apply to Work of this Section.

1.2 SECTION INCLUDES

A. Wall and ceiling outlet boxes.
B. Pull and junction boxes.
C. Floor boxes.

1.3 RELATED SECTIONS

A. Section 07270 - Firestopping.
B. Section 16140 - Wiring Devices: Wall plates in finished areas.

1.4 REFERENCES

A. NECA - Standard of Installation.
B. NEMA FB 1 - Fittings and Supports for Conduit and Cable Assemblies.
C. NEMA OS 1 - Sheet-steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
D. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
E. NFPA 70 - National Electrical Code.

1.5 SUBMITTALS FOR CLOSEOUT

A. Section 01700 – Execution Requirements: Submittals for Project closeout.
B. Record actual locations and mounting heights of outlet, pull, and junction boxes on project record documents.

1.6 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Provide Products listed and classified by Underwriters Laboratories, Inc., as suitable for the purpose specified and indicated.

PART 2 - PRODUCTS

2.1 OUTLET BOXES

A. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
B. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include half-inch male fixture studs where required.
C. Cast Boxes: NEMA FB 1, Type FD, cast feralloy. Provide gasketed cover by box manufacturer.
D. Wall Plates for Finished Areas: As specified in Section 16140.

2.2 PULL AND JUNCTION BOXES

A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
B. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box.
C. Material: Galvanized cast iron.
D. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.
E. Kitchen/Scullery Area Boxes: All boxes that are stubbed up for dedicated equipment use or are used in a non-concealed application shall be cast.

2.3 FLOOR BOXES

A. These floor boxes shall be Hubbell 4” Core Fire-Rated Poke-Throughs: One-Piece A/V Series.
B. Provide all required plates and adapters for power and data connections.
C. Provide a minimum of two duplex receptacles and two data outlet location.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify locations of outlets in all locations areas prior to rough-in.

3.2 INSTALLATION

A. Install boxes in accordance with NECA "Standard of Installation."
B. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.
C. Set wall mounted boxes at elevations to accommodate mounting heights specified in section for outlet device.
D. Electrical boxes are shown on Drawings in approximate locations unless dimensioned. Adjust box location up to 10 feet if required to accommodate intended purpose.
E. Orient boxes to accommodate wiring devices oriented as specified in Section 16140.
F. Maintain headroom and present neat mechanical appearance.
G. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
H. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaire.
I. Install boxes to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07270.

J. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes with Architectural drawings and other trades.
K. Locate outlet boxes to allow luminaires positioned as shown on reflected ceiling plan.
L. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.
M. Use flush mounting outlet box in finished areas.
N. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.
O. Do not install flush mounting box back-to-back in walls; provide minimum 6 inches separation. Provide minimum 24 inches separation in acoustic walls.
P. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
Q. Use stamped steel bridges to fasten flush mounting outlet box between studs.
R. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
S. Use adjustable steel channel fasteners for hung ceiling outlet box.
T. Do not fasten boxes to ceiling support wires.
U. Support boxes independently of conduit.
V. Use gang box where more than one device is mounted together. Do not use sectional box.
W. Use gang box with plaster ring for single device outlets.
X. Use cast outlet box in exterior locations exposed to the weather and wet locations and at all locations serving kitchen equipment.
Y. Large Pull Boxes: Use hinged enclosure in interior dry locations, surface-mounted cast metal box in other locations.
Z. Coordinate with other trades for box rough-in, such that control devices are grouped (i.e., thermostats, wall switches, volume controls, etc.).

3.3 INTERFACE WITH OTHER PRODUCTS

A. Coordinate installation of outlet box for equipment connected under Section 16180.

3.4 ADJUSTING

A. Section 01700 – Execution Requirements: Adjusting installed work.
B. Adjust flush-mounting outlets to make front flush with finished wall material.
C. Install knockout closures in unused box openings.

3.5 CLEANING

A. Section 01700 – Execution Requirements: Cleaning installed work.
B. Clean interior of boxes to remove dust, debris, and other material.
C. Clean exposed surfaces and restore finish.

3.6 REPAIR

A. Repair any areas or surfaces damaged during conduit installation.
B. Paint (resurface) to original condition.

END OF SECTION

SECTION 16140

WIRING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 - General Requirements apply to Work of this Section.

1.2 SECTION INCLUDES

A. Wall switches.
B. Receptacles.
C. Device plates and decorative box covers.

1.3 RELATED SECTIONS

A. Section 16130 - Boxes.

1.4 REFERENCES

A. NECA - Standard of Installation.
B. NEMA WD 1 - General Requirements for Wiring Devices.
C. NEMA WD 6 - Wiring Device -- Dimensional Requirements.
D. NFPA 70 - National Electrical Code.

1.5 SUBMITTALS FOR REVIEW

A. Section 01330 – Submittal Procedures: Procedures for submittals.
B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.
C. Manufacturers with similar catalog numbers will not be considered as a basis for an equivalent product.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

1.7 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Provide Products listed and classified by Underwriters Laboratories, Inc., as suitable for the purpose specified and indicated.

PART 2 - PRODUCTS

2.1 WALL SWITCHES

A. Manufacturers:
   1. Hubbell HBL1221-I.
   2. Substitutions: Refer to Section 01600.
B. Description: NEMA WD 1, 20 amp, Heavy-Duty, AC only general-use snap switch.
C. Body and Handle: nylon ivory handle.
D. Utilize equivalent series of manufacturer's numbers above for threeway, four-way and two-pole applications.

2.2 DIMMERS

A. Manufacturers:
   1. Hubbell AS153
B. Description: 1500 watt, 120V, 60hz. Slide control.
C. Device Body: Provide Hubbell AS2I, ivory plate kit.
D. Fluorescent Dimmers: All fluorescent dimmers shall be compatible with fluorescent ballasts; Lutron Hi-Lume or approved equal.
E. Dimming ballast located in theater area shall be compatible with theater dimming control system. Contractor shall coordinate ballast requirements with dimming control system manufacturer.

2.3 RECEPTACLES

A. Manufacturers:
   1. Hubbell HBL 5352-I.
   2. Substitutions: Refer to Section 01600. Equivalent.
B. Description: NEMA WD 1, Heavy-duty general use receptacle, with triple wipe contacts and grounding contacts integral with backstrap (no rivets).
C. Device Body: Ivory plastic.
D. Configuration: NEMA WD 6, type as specified and indicated.
E. Convenience Receptacle: Type 5-20.
F. GFCI Receptacle: Convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements. Hubbell GF5352-I or equivalent.
G. Tamper Resistant: Hubbell #HBL8300SGIA.
H. Isolated Ground Receptacle: Hubbell IG5352, orange body.

2.4 WALL PLATES

A. Decorative Cover Plate: Stainless steel.
B. Weatherproof Cover Plate: Gasketed cast metal with gasketed device cover on exterior devices.
C. Surface Mounted Plates: Galvanized steel plates.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01300 – Administrative Requirements: Verification of existing conditions prior to beginning work.
B. Verify that outlet boxes are installed at proper height.
C. Verify that wall openings are neatly cut and will be completely covered by wall plates.
D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
E. Verify installation location of all boxes to be installed in millwork with Architect.

3.2 PREPARATION

A. Provide extension rings to bring outlet boxes flush with finished surface.
B. Clean debris from outlet boxes.

3.3 INSTALLATION

A. Install in accordance with NECA "Standard of Installation."
B. Install devices plumb and level.
C. Install switches with OFF position down.
D. Do not share neutral conductor on load side of dimmers.
E. Install receptacles with grounding pole on top.
F. Connect wiring device grounding terminal to branch circuit equipment grounding conductor.
G. Install decorative plates on switch, receptacle, and blank outlets in finished areas.
H. Connect wiring devices by wrapping conductor around screw terminal.
I. Use jumbo size plates for outlets installed in masonry walls.
J. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted outlets.
K. Install blank cover plate to match other wall plates on all unused boxes.

3.4 INTERFACE WITH OTHER PRODUCTS

A. Coordinate locations of outlet boxes provided under Section 16130 to obtain mounting heights specified and indicated on drawings.
B. Install all wall switches, thermostats, and fire alarm pull stations at 48 inches above finished floor.
C. Install convenience receptacle 18 inches above finished floor.
D. Install convenience receptacle 6 inches above backsplash of counter unless otherwise directed by Architect.
E. Install telephone jack 18 inches above finished floor.
F. Install telephone for jack wall telephone to position top of telephone at 48 inches above finished floor.

3.5 FIELD QUALITY CONTROL

A. Section 01400 - Quality Requirements: Field inspection, testing, adjusting, and balancing.
B. Inspect each wiring device for defects.
C. Operate each wall switch with circuit energized and verify proper operation.

D. Verify that each receptacle device is energized.
E. Test each receptacle device for proper polarity.
F. Test each GFCI receptacle device for proper operation.

3.6 ADJUSTING

A. Section 01700 – Execution Requirements: Adjusting installed work.
B. Adjust devices and wall plates to be flush and level.

3.7 CLEANING

A. Section 01700 – Execution Requirements: Cleaning installed work.
B. Clean exposed surfaces to remove splatters and restore finish.

END OF SECTION

SECTION 16170

GROUNDING AND BONDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 - General Requirements apply to Work of this Section.

1.2 SECTION INCLUDES

A. Grounding electrodes and conductors.
B. Equipment grounding conductors.
C. Bonding.

1.3 REFERENCES

A. Section 01400 - Quality Requirements: Requirements for references and standards.
B. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems (International Electrical Testing Association).
C. NFPA 70 - National Electrical Code.

1.4 GROUNDING SYSTEM DESCRIPTION

A. Metal underground water pipe.
B. Metal frame of the building.
C. Rod electrodes.

1.5 PERFORMANCE REQUIREMENTS

A. Grounding System Maximum Resistance: 10 ohms.

1.6 SUBMITTALS FOR REVIEW

A. Section 01330 – Submittal Procedures: Procedures for submittals.
B. Product Data: Provide for grounding electrodes and connections.

1.7 SUBMITTALS FOR CLOSEOUT

A. Section 01700 – Execution Requirements: Procedures for submittals.
B. Project Record Documents: Record actual locations of components and grounding electrodes.
C. Certificate of Compliance: Indicate approval of installation by authority having jurisdiction.

1.8 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience, and with service facilities within 100 miles of Project.

1.9 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

PART 2 - PRODUCTS

2.1 ROD ELECTRODES

A. Material: Copper.
B. Diameter: 3/4 inch.
C. Length: 10 feet.

2.2 MECHANICAL CONNECTORS

A. Description: In lieu of exothermic connections, high compression type as manufactured by Burndy using the 12 ton Hy-Ground series.

2.3 EXOTHERMIC CONNECTIONS

A. Manufacturers: Cadweld.

2.4 WIRE

A. Material: Stranded copper.
B. Grounding Electrode Conductor: Minimum size to meet NFPA 70 requirements or as indicated on the drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01300 – Administration Requirements: Verification of existing conditions prior to beginning work.
B. Verify that final backfill and compaction has been completed before driving rod electrodes.

3.2 INSTALLATION

A. Section 01400 - Quality Requirements: Manufacturer's instructions.
B. Install rod electrodes. Install additional rod electrodes as required to achieve a resistance to ground of 10 ohms or less. Rods shall be installed with a minimum separation of 6 feet.
C. Provide bonding to meet Regulatory Requirements.
D. Bond together metal siding not attached to grounded structure; bond to ground.
E. Equipment Grounding Conductor: Provide separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.
F. Grounding Electrode System: The new grounding electrode system shall consist of the common bonding of building steel, underground steel water piping, concrete reinforcing bars, and supplemental ground rods as detailed on the drawings. Contractor shall provide bonding connection to concrete reinforcing bar system.
G. Provide proper bonding of the electrical system’s grounded conductor (neutral) and the grounding electrode system sized in accordance with N.E.C. Article 250. This bonding shall occur at all locations where there are separately derived systems.

3.3 FIELD QUALITY CONTROL

A. Section 01400 - Quality Requirements: Field inspection, testing, adjusting.
B. Inspect and test in accordance with NETA ATS, except Section 4.
C. Perform inspections and tests listed in NETA ATS, Section 7.13.

END OF SECTION

SECTION 16180

EQUIPMENT WIRING SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 - General Requirements apply to Work of this Section.

1.2 SECTION INCLUDES

A. Electrical connections to equipment specified under other sections.

1.3 RELATED SECTIONS

A. Section 16000 - Basic Electrical Methods.

1.4 REFERENCES

A. NEMA WD 1 - General Purpose Wiring Devices.
B. NEMA WD 6 - Wiring Device Configurations.
C. ANSI/NFPA 70 - National Electrical Code.

1.5 SUBMITTALS

A. Submit under provisions of Section 01330.
B. Product Data: Provide wiring device manufacturer's catalog information showing dimensions, configurations, and construction.
C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of Product.

1.6 REGULATORY REQUIREMENTS

A. Conform to requirements of ANSI/NFPA 70.
B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

1.7 COORDINATION

A. Coordinate work under provisions of Section 01300.
B. Obtain and review shop drawings, product data, and manufacturer's instructions for equipment furnished under other sections.
C. Determine connection locations and requirements.

D. Sequence rough-in of electrical connections to coordinate with installation schedule for equipment.
E. Sequence electrical connections to coordinate with start-up schedule for equipment.

PART 2 - PRODUCTS

2.1 CORDS AND CAPS

A. Attachment Plug Construction: Conform to NEMA WD 1.
B. Configuration: NEMA WD 6; match receptacle configuration at outlet provided for equipment.
C. Cord Construction: ANSI/NFPA 70, multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.
D. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.
E. Division 16 - Contractor shall be responsible for providing matching cord/receptacle for all equipment not furnished with such equipment.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify conditions under provisions of Section 01300.
B. Verify that equipment is ready for electrical connection, wiring, and energization.

3.2 ELECTRICAL CONNECTIONS

A. Make electrical connections in accordance with equipment manufacturer's instructions.
B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations including all locations serving kitchen equipment. Utilize pvc-coated, rigid steel conduit for all conduit stub-ups serving kitchen equipment. All boxes for use in the kitchen shall be for use in wet locations (last type).
C. Make wiring connections using wire and cable with insulation suitable for temperatures encountered in heat producing equipment.
D. Provide receptacle outlet where connection with attachment plug is indicated. Provide cord and cap where field-supplied attachment plug is indicated.
E. Provide suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.
F. Install disconnect switches, controllers, control stations, and control devices as indicated.
G. Modify equipment control wiring with terminal block jumpers as indicated.
H. Provide interconnecting conduit and wiring between devices and equipment where indicated.
I. Check and modify phase connections as required for proper motor rotation.
J. Provide power to equipment only after equipment supplier verifies acceptance to receive and approves.
K. Contractor shall coordinate with all equipment to verify exact power and control wiring as required to properly serve equipment.

END OF SECTION

SECTION 16190

SUPPORTING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 - General Requirements apply to Work of this Section.

1.2 SECTION INCLUDES

A. Conduit and equipment supports.
B. Anchors and fasteners.

1.3 REFERENCES

A. NECA - National Electrical Contractors Association.
B. ANSI/NFPA 70 - National Electrical Code.

1.4 REGULATORY REQUIREMENTS

A. Conform to requirements of ANSI/NFPA 70.
B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

PART 2 - PRODUCTS

2.1 PRODUCT REQUIREMENTS

A. Materials and Finishes: Provide adequate corrosion resistance.
B. Provide materials, sizes, and types of anchors, fasteners and supports to carry the loads of equipment and conduit. Consider weight of wire in conduit when selecting products.
C. Anchors and Fasteners:
    1. Concrete Structural Elements: Use expansion anchors, powder actuated anchors and preset inserts.
    2. Steel Structural Elements: Use beam clamps, spring steel clips and steel ramset fasteners.
    3. Concrete Surfaces: Use self-drilling anchors and expansion anchors.
    4. Sheet Metal: Use sheet metal screws.
    5. Wood Elements: Use wood screws.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install products in accordance with manufacturer's instructions.
B. Provide anchors, fasteners, and supports in accordance with NECA "Standard of Installation".
C. Do not fasten supports to pipes, ducts, mechanical equipment, and conduit.
D. Obtain permission from Engineer before drilling or cutting structural members.
E. Fabricate supports from structural steel as indicated on drawings. Rigidly weld members or use hexagon head bolts to present neat appearance with adequate strength and rigidity. Use lock washers under all nuts.
F. Install surface-mounted cabinets and panelboards with minimum of four anchors.
G. In wet and damp locations use steel channel supports to stand cabinets and panelboards one inch off wall.
H. Install conduit supports a maximum spacing specified in the NEC.

END OF SECTION

SECTION 16195

ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 - General Requirements apply to Work of this Section.

1.2 SECTION INCLUDES

A. Nameplates and labels.
B. Wire and cable markers.

1.3 REFERENCES

A. ANSI/NFPA 70 - National Electrical Code.

PART 2 - PRODUCTS

2.1 NAMEPLATES AND LABELS

A. Nameplates and Labels: Engraved three-layer laminated plastic, white letters on black background.
B. Locations:
   1. Each electrical distribution and control equipment enclosure.
   2. Communication cabinets and computer cabinets.
   3. Field disconnects, start stop stations, control panels.
   4. Receptacles and switches provide phenolic label on inside of cover plate (panel name and circuit number).
C. Letter Size:
   1. Use 1/4 inch letters for identifying individual equipment and loads.
   2. Use 1/4 inch letters for identifying grouped equipment and loads.
   3. Use 3/8 inch letters for identifying Main Disconnect equipment.

2.2 WIRE/CONDUIT/BOX MARKERS

A. Description: Brady B-321 Heat-Shrink Polyolefin markers for conductors. Typed label to identify each termination end point of the conductor. DC conductors shall identify polarity.
B. Locations: Each conductor at wireway, pull boxes, junction boxes, and each load connection. All conduit penetrations identifying the location of each end.
C. Legend:
   1. Power and Lighting Circuits: Branch circuit or feeder number indicated on drawings.

D. Boxes:
   1. Label each junction box in accessible locations to indicate the type of system (i.e.; security; power circuit - 1, 3, 5; etc.).
   2. Boxes serving fire alarm system shall have box covers painted red.
   3. Provide engraved laminated plastic labels at all switch and receptacle locations. Locate inside the cover plate.

PART 3 - EXECUTION

3.1 PREPARATION

A. Degrease and clean surfaces to receive nameplates and labels.

3.2 APPLICATION

A. Install nameplate and label parallel to equipment lines.
B. Secure nameplate to equipment front using screws or rivets.
C. Identify underground conduits using underground warning tape. Install one tape per trench at 12 inches below finished grade. Identify all conduit at exposed locations into all boxes, cabinets, etc. (see specification Section 16000).
D. Identify all conductors at every termination indicating endpoints of termination and tag identification as required.
E. Color coding for phase identification:

120/208 volts	Phase	277/480 volts
Black	A	Brown
Red	B	Orange
Blue	C	Yellow
White	Neutral	Gray
Green	Ground	Green

Conductor phase and voltage identification shall be made by color-coded insulation for all conductors smaller than No. 6 AWG. For conductors No. 6 AWG and larger, identification shall be made by color-coded insulation, or conductors with black insulation may be furnished and identified by colored electrical tape. Conductor identification shall be provided within each enclosure where a tap, splice, or termination is made.

END OF SECTION

SECTION 16441

ENCLOSED SWITCHES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 - General Requirements apply to Work of this Section.

1.2 SECTION INCLUDES

A. Fusible switches.
B. Non-fusible switches.
C. Fuses.

1.3 REFERENCES

A. NEMA KS 1 - Enclosed Switches.
B. NFPA 70 - National Electrical Code.
C. UL 198C - High-Interrupting Capacity Fuses; Current Limiting Type.
D. UL 198E - Class R Fuses.
E. NEMA AB 1 – Molded Case Circuit Breakers.
F. NECA – Standard of Installation.

1.4 SUBMITTALS

A. Submit under provisions of Section 01330.
B. Product Data: Provide switch ratings and enclosure dimensions.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with NECA Standard of Installation.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this Section with minimum three years documented experience.

1.7 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Furnish products listed and classified by UL as suitable for purpose specified and shown.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Square D.
B. General Electric.
C. Eaton.
D. Siemens.

2.2 ENCLOSED SWITCHES

A. Fusible or Non-fusible as indicated.
B. Switch Assemblies: NEMA KS 1, Type HD load interrupter enclosed knife switch with externally operable handle interlocked to prevent opening front cover with switch in ON position. Handle lockable in OFF position.
C. Fuse Clips: Designed to accommodate NEMA FU1, class R fuses.
D. Enclosures: NEMA KS 1.
E. Interior Dry Locations: Type 1.
F. Exterior Locations: Type 3R or 4.
G. NEMA ratings of enclosures as specified on drawings take precedence over location specification.
H. Current rating of switch to be equal to or greater than that of the circuit it is interrupting.

2.3 FUSES

A. Manufacturers:
   1. Bussman.
   2. Littlefuse.
   3. Gould Shawmut.
B. Dimensions and Performance: NEMA FU 1, Class as specified or indicated.
C. Voltage: Provide fuses with suitable voltage ratings for phase to phase voltages.
D. Service Entrance: Class L, Bussman Low-peak or equivalent.
E. General Purpose Loads: Class RK1, Bussman Low-peak or equivalent.
F. Motor Loads: Class RK5, Bussman Fusetron or equivalent.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install in accordance with NECA Standard of Installation.
B. Install fuses in all fusible disconnects.
C. Apply adhesive tag on the inside door of all disconnects indicating the NEMA class fuse and size installed.
D. Provide a disconnect switch for all equipment where indicated or required by the National Electrical Code. Coordinate with other disciplines to determine where disconnects are furnished with equipment.

END OF SECTION

SECTION 16481

ENCLOSED MOTOR CONTROLLERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 - General Requirements apply to Work of this Section.

1.2 SECTION INCLUDES

A. Manual motor starters.
B. Magnetic motor starters.
C. Combination magnetic motor starters.

1.3 REFERENCES

A. NFPA 70- National Electrical Code.
B. UL 1 98C - High-Interrupting Capacity Fuses; Current Limiting Type.
C. UL 1 98E - Class R Fuses.
D. NECA "Standard of Installation," published by National Electrical Contractors Association.
E. NEMA ICS 2 - Industrial Control Devices, Controllers, and Assemblies.
F. NEMA ICS 6 - Enclosures for Industrial Controls and Systems.
G. NEMA KS 1 - Enclosed Switches.

1.4 SUBMITTALS

A. Submit under provisions of other Section.
B. Product Data: Provide catalog sheets showing voltage, controller size, ratings and size of switching and overcurrent protective devices, short circuit ratings, dimensions, and enclosure details.
C. Test Reports: Indicate field test and inspection procedures and test results.
D. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of Product.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with NECA Standard of Installation.
B. Maintain one copy of each document on site.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

1.7 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and indicated.

PART 2 - PRODUCTS

2.1 MANUAL CONTROLLERS

A. Manual Motor Controller: NEMA ICS 2, AC general-purpose Class A manually operated, full-voltage controller with overload element, NO auxiliary contact, and toggle operator.
B. Fractional Horsepower Manual Controller: NEMA ICS 2, AC general-purpose Class A manually operated, full-voltage controller for fractional horsepower induction motors, with thermal Overload unit, and toggle operator.
C. Enclosure: NEMA ICS 6; Type 1.

2.2 AUTOMATIC CONTROLLERS

A. Magnetic Motor Controllers: NEMA ICS 2, AC general-purpose Class A magnetic controller for induction motors rated in horsepower.
B. Coil operating voltage: 120 volts, 60 Hertz.
C. Overload Relay: NEMA ICS; electronic type; with phase loss and unbalance protection.
D. Enclosure: NEMA ICS 6, Type 1.

2.3 PRODUCT OPTIONS AND FEATURES

A. Auxiliary Contacts: NEMA ICS 2, 2 each field convertible contacts in addition to seal-in contact.
B. Cover Mounted Pilot Devices: NEMA ICS 2, heavy duty type.
C. Pushbuttons: Recessed type.
D. Indicating Lights: LED type.
E. Selector Switches: Rotary type.
F. Relays: NEMA ICS 2.
G. Control Power Transformers: 120 volt secondary. Provide fused primary and secondary, and bond unfused leg of secondary to enclosure.

2.4 DISCONNECTS

A. Combination Controllers: Combine motor controllers with fusible switch disconnect in common enclosure.
B. Fusible Switch Assemblies: NEMA KS 1, enclosed knife switch ith externally operable handle. Fuse clips: Designed to accommodate Class R fuses.

2.5 FUSES

A. Description: Dual element, current limiting, time delay, one-time fuse, 250V volt, UL 198E, Class RK 5.
B. Interrupting Rating: 200,000 rms amperes.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install enclosed controllers where indicated, in accordance with manufacturer's instructions. Provide a motor controller for all equipment not furnished as integral with equipment. Coordinate actual motor loads with overload protection.
B. Install enclosed controllers plumb. Provide supports in accordance with Section 16190.
C. Height: 5 ft to operating handle.
D. Install fuses in fusible switches.
E. Select and install overload heater elements in motor controllers to match installed motor characteristics.
F. Provide engraved plastic nameplates under the provisions of Section 16195.
G. Provide neatly typed label inside each motor controller door identifying motor served, nameplate horsepower, full load amperes, code letter, service factor, and voltage/phase rating.

3.2 FIELD QUALITY CONTROL

A. Field inspection and testing will be performed under provisions of other Sections.
B. Inspect and test each enclosed controller to NEMA ICS 2.

END OF SECTION

SECTION 16510

INTERIOR LUMINAIRES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, General Conditions of the Contract, Special Provisions and Division 1 - General Requirements apply to Work of this Section.

1.2 SECTION INCLUDES

A. Interior luminaires and accessories.
B. Exit signs.
C. Ballasts.
D. Fluorescent lamp emergency power supply.
E. Lamps.
F. Luminaire accessories.
G. Occupancy sensors.

1.3 REFERENCES

A. ANSI C82.1 - Ballasts for Fluorescent Lamps - Specifications.
B. NEMA WD 6 - Wiring Devices-Dimensional Requirements.
C. NFPA 70 - National Electrical Code.
D. NFPA 101 - Life Safety Code.

1.4 SUBMITTALS FOR REVIEW

A. Section 01330 – Submittal Procedures for submittals.
B. Shop Drawings: Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.
C. Product Data: Provide dimensions, ratings, and performance data.

1.5 SUBSTITUTIONS

A. Refer to Section 16000 for requirements.

1.6 SUBMITTALS FOR CLOSEOUT

A. Section 01700 – Execution Requirements: Submittals for project closeout.
B. Submit manufacturer's operation and maintenance instructions for each product.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

1.8 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Conform to requirements of NFPA 101.
C. Products: Listed and classified by Underwriters Laboratories, Inc., as suitable for the purpose specified and indicated.

1.9 EXTRA PRODUCTS

A. Section 01700 – Execution Requirements.

PART 2 - PRODUCTS

2.1 LUMINAIRES

A. Furnish Products as scheduled. Refer to Section 01600 for substitutions and product options.

2.2 EXIT SIGNS

A. Furnish products as scheduled.

2.3 FLUORESCENT BALLASTS

A. Manufacturers:
   1. Advance.
   2. Motorola.
   3. Magnatek.
   4. Section 01600 – Product Requirements: Substitutions: Permitted.
B. Description: ANSI C82.1, high power factor type electronic ballast, suitable for lamps specified.
C. Voltage: Match luminaire voltage.
D. Source Quality Control: Certify fluorescent ballast design and construction by Certified Ballast Manufacturers, Inc.
E. All ballasts shall be UL listed, Class P, with a sound rating of Class A and shall contain no PCB's.
F. Ballasts shall comply with 47 CFR 18 for electromagnetic interference and shall not interfere with the operation of other electrical equipment.
G. Unless otherwise indicated (i.e. dual switches) the minimum number of ballasts per fixture shall be used.
H. Light output regulation shall be +/- 10%.
I. Power factor shall not be less than 0.95.
J. A 60 Hz filter shall be provided.
K. Dimming Ballasts shall be compatible with theater dimming system. Ballast shall equal to Lutron HI-LUM Series. Contractor shall verify requirements with dimming system manufacturer.

2.4 FLUORESCENT LAMP EMERGENCY POWER SUPPLY

A. Description: Emergency battery supply suitable for installation in ballast compartment of fluorescent luminaire.
B. Lamp Rating: Fluorescent lamp providing 1100 lumens minimum.
C. Battery: Sealed lead calcium type, rated 10 year life.
D. Include "Test" switch and "AC on" indicator light, installed to be operable and visible from the outside of an assembled luminaire.

2.5 LAMPS

A. Fluorescent Lamp Manufacturers:
   1. Sylvania.
   2. General Electric.
   3. Philips.
   4. Section 01600 – Product Requirements: Substitutions: Permitted.
B. Lamp Types: As specified for luminaire. Provide 3500 degrees Kelvin lamps for all fluorescent fixtures, unless otherwise noted.

2.6 OCCUPANCY SENSORS

A. Sensors
   1. Provide dual technology passive infrared/ultrasonic sensors where indicated on the drawings.
   2. Provide sensor with self adapting technology.
   3. All units shall be U.L. listed.
   4. Provide adjustable sensitivity and digital time delay.
   5. Provide with swivel mounted bracket for use in ceiling mounted applications.
   6. Provide LED indication for occupancy detection of each of the two technologies.
   7. Sensors shall be capable of covering an area of approximately 2,000 square feet while detecting typical desktop motions.
   8. Ceiling mounted sensors shall be HUBBELL OMNI DT200 or approved equal.
   9. Wall mounted sensor shall be equal to HUBBELL #LODT.
   10. Single wall switch occupancy sensor shall be HUBBELL #LHMTSI or approved equal.
   11. Dual wall switch occupancy sensor shall be HUBBELL #LMTD2 or approved equal.
   12. Contractor shall verify with manufacturer style and number sensor to provide complete coverage of area.
B. Accessories
   1. Provide power packs and slave packs as required to power the sensors and provide interlocking and control strategies as indicated.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Contractor provides connection of theatrical dimming lights, house lights, stage lights gallery lights, work lights, curtain motors, controller and remote controller(s) as required. Contractor shall coordinate all connection requirements with theater contractor. Refer to Section 16000 for additional requirements.
B. Install suspended luminaires using pendants supported from swivel hangers. Provide pendant length required to suspend luminaire at indicated height.
C. Locate recessed ceiling luminaires as indicated on reflected ceiling plan.
D. Install surface mounted luminaires and exit signs plumb and adjust to align with building lines and with each other. Secure to prevent movement.
E. Exposed Grid Ceilings: Support surface mounted luminaires on grid ceiling directly from building structure.
F. Install recessed luminaires to permit removal from below.
G. Install recessed luminaires using accessories and firestopping materials to meet regulatory requirements for fire rating in locations where fire rated ceilings are present.
H. Install clips to secure recessed grid-supported luminaires in place.
I. Install wall mounted luminaires, emergency lighting units and exit signs at height as indicated on Drawings or as scheduled.
J. Install accessories furnished with each luminaire.
K. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within luminaire.
L. Bond products and metal accessories to branch circuit equipment grounding conductor.
M. Install specified lamps in each emergency lighting unit, exit sign, and luminaire.

3.2 FIELD QUALITY CONTROL

A. Section 01400 - Quality Requirements: Field inspection, testing, and adjusting.
B. Operate each luminaire after installation and connection. Inspect for proper connection and operation.

3.3 ADJUSTING

A. Section 01700 – Execution Requirements: Adjusting installed work.
B. Aim and adjust luminaires as directed.
C. Position exit sign directional arrows as indicated.

3.4 CLEANING

A. Section 01700 – Execution Requirements: Cleaning installed work.
B. Clean electrical parts to remove conductive and deleterious materials.
C. Remove dirt and debris from enclosures.
D. Clean photometric control surfaces as recommended by manufacturer.
E. Clean finishes and touch up damage.

3.5 DEMONSTRATION AND INSTRUCTIONS

A. Section 01700 – Execution Requirements: Demonstrating installed work.

3.6 PROTECTION OF FINISHED WORK

A. Section 01700 – Execution Requirements: Protecting installed work.
B. Relamp luminaires that have failed lamps at Substantial Completion.

END OF SECTION

CITY OF MIDLAND
Community Services Department
Interoffice Memorandum

Date: August 29, 2013
To: Tommy Hudson, Deputy City Manager
From: Tina Jauz, Community Services Director
Subject: Scharbauer Sports Complex – Concession Stand Expansion and Indoor Batting Cage

The Community Services Department is seeking approval to bid two projects at the Scharbauer Sports Complex. In an effort to secure an affordable bid, the concession stand expansion and the indoor batting cage will be bid together.

The concession stand expansion, located near the north stairwell of the baseball stadium, will add approximately 250 square feet adjacent to an existing concession area. It will be comparable in size and architectural style to the new storage facility that is currently being constructed near the south stairwell. The construction costs of this project will be shared with the RockHounds.

The indoor batting cages were bid in 2013 along with the maintenance building expansion, the storage facility, and the dirt bin construction. In order to stay within the 2013 budget, the 4B Board recommended postponing the indoor batting cages until 2014. The indoor batting cage was part of the original plans of the SSC. The project was cut in an effort to keep the project within budget. This project is part of the facility standards for all minor league parks as per Major League Baseball guidelines. Local high school and college teams will also use the cage when they rent the facility. The facility could also be used during camps, during games and for all kids.

$95,000 was included in the 2014 budget to partner with the RockHounds for the construction costs of the concession stand expansion. $600,000 was budgeted for the indoor batting cage construction. Bids for this construction will be opened in October with construction beginning shortly after to allow for completion of these projects before the spring baseball season begins.

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: **9/10/2013**

TO: **CITY COUNCIL/CITY MANAGER**

FROM: **Marv Esterly, Director of Airports**

SUBJECT: **Passenger Facility Charge Reimbursement**

Purpose:

Consider a resolution appropriating funds for the reimbursement of the Airport's share of approved Passenger Facility Charge (PFC) projects.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

Transfer a total of $311,483.00 to the following accounts from the Passenger Facility Charge (PFC) Fund (501):

Airport Operating Fund	$191,358.00
Airport Restricted Assets	$120,125.00

Appropriations Language:

Terminal Rehabilitation (7004):

That the sum of $204,917.00 is hereby appropriated from the Airport Passenger Facility Charge (PFC) Fund (501) Unappropriated Fund Balance (5650) to the Terminal Rehabilitation (7004) and;

That the amount appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance (5650) to the Terminal Rehabilitation (7004) is hereby reduced by $158,378.00 and the Airport Operating Fund (500) Unappropriated Fund Balance (5650) is increased by the amount of the referenced reduction and;

That the amount appropriated from the Airport Restricted Asset Sales Fund (509) Unappropriated Fund Balance (5650) to the Terminal Rehabilitation (7004) is hereby reduced by $46,539.00 and the Airport Restricted Asset Sales Fund (509) Unappropriated Fund Balance (5650) is increased by the amount of the referenced reduction.

Northwest Extension Project (7038):

That the sum of $81,821.00 is hereby appropriated from the Airport Passenger Facility Charge (PFC) Fund (501) Unappropriated Fund Balance (5650) to the Northwest Extension Project (7038) and;

That the amount appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance (5650) to the Northwest Extension Project (7038) is hereby reduced by $8,235.00 and the Airport Operating Fund (500) Unappropriated Fund Balance (5650) is increased by the amount of the referenced reduction and;

That the amount appropriated from the Airport Restricted Asset Sales Fund (509) Unappropriated Fund Balance (5650) to the Northwest Extension Project (7038) is hereby reduced by $73,586.00 and the Airport Restricted Asset Sales Fund (509) Unappropriated Fund Balance (5650) is increased by the amount of the referenced reduction.

Airfield Sweeper and Snow Equipment (8784):

That the sum of $4,220.00 is hereby appropriated from the Airport Passenger Facility Charge (PFC) Fund (501) Unappropriated Fund Balance (5650) and the Airport Operating Fund (500) Unappropriated Fund Balance (5650) is increased by the amount of the referenced appropriation.

Rehabilitation of Runway 16R/34L (8787):

That the sum of $14,901.00 is hereby appropriated from the Airport Passenger Facility Charge (PFC) Fund (501) Unappropriated Fund Balance (5650) and the Airport Operating Fund (500) Unappropriated Fund Balance (5650) is increased by the amount of the referenced appropriation.

Rehabilitation of Runway 10/28 (8858):

That the sum of $49,919.00 is hereby appropriated from the Airport Passenger Facility Charge (PFC) Fund (501) Unappropriated Fund Balance (5650) and the Airport Operating Fund (500) Unappropriated Fund Balance (5650) is increased by the amount of the referenced appropriation.

Rehabilitation of Airfield Light and Signs (8857):

That the sum of $470.00 is hereby appropriated from the Airport Passenger Facility Charge (PFC) Fund (501) Unappropriated Fund Balance (5650) and the Airport Operating Fund (500) Unappropriated Fund Balance (5650) is increased by the amount of the referenced appropriation.

Runway 10/28 Shoulders (8732):

That the sum of $18,003.00 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance (5650) and the Airport Passenger Facility Charge (PFC) Fund (501) Unappropriated Fund Balance (5650) is increased by the amount of the referenced appropriation.

Rehabilitation of Taxiway (7003):

That the sum of $26,762.00 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance (5650) to the Rehabilitation of Taxiway Project (7003) and;

That the amount appropriated from the Airport Passenger Facility Charge (PFC) Fund (501) Unappropriated Fund Balance (5650) to the Rehabilitation of Taxiways (7003) is hereby reduced by $26,762.00 and the Airport Passenger Facility Charge (PFC) Fund (501) Unappropriated Fund Balance (5650) is increased by the amount of the referenced reduction.

Discussion:

Over the past few years the Department of Airports received approval from the Federal Aviation Administration (FAA) to collect a Passenger Facility Charge of $4.50 per passenger to assist the Airport in paying our share of eligible capital improvement projects at Midland International Airport. When the Airport submitted these applications the right to collect was based on project estimates. In addition, projects that were currently underway were added to future applications authorizing PFC revenue to be utilized for these approved projects.

The purpose of the attached proposed appropriations and transfers is to reimburse funds previously appropriated from the Airport Operating Fund that are now eligible under approved PFC applications. In addition, these proposed appropriations correct differences from the initial estimates and the final project costs.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE APPROPRIATION OF PASSENGER FACILITY CHARGE (PFC) FUNDS IN THE AMOUNT OF $311,483.00 TO REIMBURSE THE AIRPORT OPERATING FUND FOR THE EXPENDITURE OF FUNDS ON PFC ELIGIBLE PROJECTS AT THE MIDLAND INTERNATIONAL AIRPORT; AUTHORIZING THE REIMBURSEMENT OF AIRPORT FUNDS

WHEREAS, the Department of Airports is requesting approval to reimburse the Airport's share of funds previously appropriated from the Airport Operating Fund that are now eligible under approved Passenger Facility Charge (PFC) projects; and

WHEREAS, the City Council finds it to be in the public interest to authorize the appropriation of PFC funds and to reimburse the Department of Airports for the expenditure of funds on eligible projects at the Midland International Airport under PFC guidelines;

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

SECTION ONE. That the sum of $204,917.00 is hereby appropriated from the Airport Passenger Facility Charge (PFC) Fund (501) Unappropriated Fund Balance (5650) to the Terminal Rehabilitation (7004) and;

SECTION TWO. That the amount appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance (5650) to the Terminal Rehabilitation (7004) is hereby reduced by $158,378.00 and the Airport Operating Fund (500) Unappropriated Fund Balance (5650) is increased by the amount of the referenced reduction and;

SECTION THREE. That the amount appropriated from the Airport Restricted Asset Sales Fund (509) Unappropriated Fund Balance (5650) to the Terminal Rehabilitation (7004) is hereby reduced by $46,539.00 and the Airport Restricted Asset Sales Fund (509) Unappropriated Fund Balance (5650) is increased by the amount of the referenced reduction.

SECTION FOUR. That the sum of $81,821.00 is hereby appropriated from the Airport Passenger Facility Charge (PFC) Fund (501) Unappropriated Fund Balance (5650) to the Northwest Extension Project (7038) and;

SECTION FIVE. That the amount appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance (5650) to the Northwest Extension Project (7038) is hereby reduced by $8,235.00 and the Airport Operating Fund (500) Unappropriated Fund Balance (5650) is increased by the amount of the referenced reduction and;

SECTION SIX. That the amount appropriated from the Airport Restricted Asset Sales Fund (509) Unappropriated Fund Balance (5650) to the Northwest Extension Project (7038) is hereby reduced by $73,586.00 and the Airport Restricted Asset Sales Fund (509) Unappropriated Fund Balance (5650) is increased by the amount of the referenced reduction.

SECTION SEVEN. That the sum of $4,220.00 is hereby appropriated from the Airport Passenger Facility Charge (PFC) Fund (501) Unappropriated Fund Balance (5650) is increased by the amount of the referenced appropriation.

SECTION EIGHT. That the sum of $14,901.00 is hereby appropriated from the Airport Passenger Facility Charge (PFC) Fund (501) Unappropriated Fund Balance (5650) and the Airport Operating Fund (500) Unappropriated Fund Balance (5650) is increased by the amount of the referenced appropriation.

SECTION NINE. That the sum of $49,919.00 is hereby appropriated from the Airport Passenger Facility Charge (PFC) Fund (501) Unappropriated Fund Balance (5650) and the Airport Operating Fund (500) Unappropriated Fund Balance (5650) is increased by the amount of the referenced appropriation.

SECTION TEN. That the sum of $470.00 is hereby appropriated from the Airport Passenger Facility Charge (PFC) Fund (501) Unappropriated Fund Balance (5650) and the Airport Operating Fund (500) Unappropriated Fund Balance (5650) is increased by the amount of the referenced appropriation.

SECTION ELEVEN. That the sum of $18,003.00 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance (5650) and the Airport Passenger Facility Charge (PFC) Fund (501) Unappropriated Fund Balance (5650) is increased by the amount of the referenced appropriation.

SECTION TWELVE. That the sum of $26,762.00 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance (5650) to the Rehabilitation of Taxiway Project (7003) and;

SECTION THIRTEEN. That the amount appropriated from the Airport Passenger Facility Charge (PFC) Fund (501) Unappropriated Fund Balance (5650) to the Rehabilitation of Taxiways (7003) is hereby reduced by $26,762.00 and the Airport Passenger Facility Charge (PFC) Fund (501) Unappropriated Fund Balance (5650) is increased by the amount of the referenced reduction.

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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

_____
Robert McNaughton, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Marv Esterly, Director of Airports

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

City of Midland
Office Memorandum

DATE: 9/10/2013

TO: The Honorable Mayor and City Council Members

FROM: Amy Turner, City Secretary

SUBJECT: Consider a resolution authorizing a contract with Midland Crime Stoppers, Inc. in the amount of $30,000 for the operation of a Crime Stoppers Program.

The proposed resolution authorizes the Mayor to execute a contract with Midland Crime Stoppers, Inc. The funding was approved with the adoption of the Fiscal Year 2013-2014 operating budget on August 26, 2013.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH CRIME STOPPERS OF MIDLAND, INCORPORATED, FOR THE OPERATION OF A CRIME STOPPERS PROGRAM WHICH WILL ALLOW CITIZENS TO ASSIST IN THE DETECTION AND RESOLUTION OF CRIMES

WHEREAS, the Council finds it to be in the public interest to authorize the execution of a contract for the operation of a Crime Stoppers Program in Midland which will allow citizens to assist in the detection and resolution of crimes;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a contract with Crime Stoppers of Midland, Inc., for the operation of a Crime Stoppers Program. Said contract to be in the form on file in the office of the City Secretary referenced by the date and number of this resolution.

SECTION TWO. That the City Treasurer is hereby authorized and directed to make payments to Crime Stoppers of Midland, Inc., in the total amount of Thirty Thousand Dollars ($30,000.00) from funds available in Fiscal Year 2013-2014 Budget Account 001 (General Fund) - 150 (Nondepartmental) - 0150 (Nondepartmental) - 6176 (Crime Stoppers), pursuant to the terms of said contract.

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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

_____
Robert McNaughton, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

CONTRACT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

This contract entered into on this 11th day of September, 2013, by and between the City of Midland, Texas, a home rule municipal corporation, hereinafter called "City," and Crime Stoppers of Midland, Inc., a Texas nonprofit corporation, hereinafter referred to as "Consultant" evidences the following:

WITNESSETH:

WHEREAS, Consultant and the City desire to maintain a Crime Stoppers program; and

WHEREAS, Crime Stoppers provides a means for ordinary citizens to assist in the detection and resolution of crimes; and

WHEREAS, Crime Stoppers will open investigative doors that might otherwise remain closed;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and mutual benefits which will accrue to each of the parties hereof, as well as the general citizenry of the City of Midland, Texas, the parties have agreed and do hereby agree as follows:

I.
TERM

This contract and its terms and conditions shall be in effect for a period beginning on October 1, 2013, and ending September 30, 2014. This contract may be amended or terminated by mutual agreement of both parties in writing upon thirty (30) days written notice.

Consultant agrees that, in the event it desires to extend the term of this agreement beyond its stated date of expiration, it shall submit a written request for extension to the City Manager of the City of Midland at least 120 days prior to the current expiration date hereof and that such submission shall include the Consultant's anticipated budget, goals and objectives for the extended period as well as the annual report on accomplishments during the current term; provided however, that the City is under no duty or obligation to grant the requested extension, and that before any such extension becomes effective, it must be in writing as an amendment to this agreement and approved by the City Council of the City of Midland.

II.
SERVICES

Consultant agrees to manage, operate, administer, and maintain the Crime Stoppers program. Consultant shall be responsible for and establish all procedures relating to the operation of said Crime Stoppers program, including but not limited to the receipt of information from citizen informants, the tracking of felony arrests, and the subsequent cash disbursements to qualifying informants. Consultant shall advise the Crime Stoppers coordinator and shall define the responsibilities for this position in relation to the Crime Stoppers Board of Directors. Said coordinator shall not be considered an employee of the City for any purpose.

III.
PAYMENT

City agrees to pay to the Consultant by the 10th day of each month of the term of this contract the amount of One Thousand Six Hundred Sixty Six and 00/100 Dollars ($1,666.00), not to exceed a total annual amount of $20,000.00. This money is to be utilized to provide secretarial support staff for the Crime Stoppers program during the term of this contract.

The City will pay up to $10,000.00 paid in one lump sum to match funds raised by Midland Crime Stoppers Inc. between October 1, 2013 and August 31, 2014.

In the event that this contract is renewed or extended for additional years, the amount of funds to be provided by the City to the Consultant shall be determined by the Midland City Council at the time said Council adopts the City's annual budget.

The Consultant shall provide assurance to the City that liability insurance coverage and worker's compensation coverage for secretarial support staff is in place.

IV.
INDEMNITY

CONSULTANT WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CONSULTANT, its agents or employees, or any subcontractor, arising out of, or resulting from Consultant's use of, or activities on, the Agreement Premises, and Consultant will be required to pay any judgment with costs which may be obtained against City or any of its officers, agents or employees, including reasonable attorney's fees.

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

V.
OWNERSHIP OF DOCUMENTS

All reports, information, and other data prepared, assembled or received by Consultant pursuant to the services provided for in this agreement and other related documents or items shall remain the sole property of the Consultant. As allowed by State law and so as not to compromise the confidentiality of the Crime Stoppers program, Consultant shall promptly furnish the City with copies of such documents upon the City Manager's request.

VI.
RIGHT OF REVIEW

Consultant shall provide to the City on a quarterly basis during the term of this agreement a report and full documentation showing the disposition of the funds provided by the City under this agreement and that such funds were used only for the purposes stated in Paragraph II of this agreement. Said report shall be filed in the Office of the City Secretary not later than twenty (20) days following the end of the quarter for which the report is due. Any and all funds which remain unaccounted for or unspent at the end of the term of this agreement shall, at the City's direction, be returned to the City.

The Consultant shall not commingle funds received from the City with any other monies.

Consultant shall maintain books of account with correct entries of all expenditures of funds provided pursuant to this agreement. Any and all documentation relating to funds received pursuant to this agreement shall be at all times open to the inspection of the City or

any of its officers or duly authorized agents. Upon such inspection, the City or its officers or agents shall be afforded the opportunity on premises to make photographic copies of any and all documentation relating to funds received pursuant to this agreement.

Consultant shall maintain these books of account in Midland County for a period of three (3) years following the expiration of the term for which they are applicable.

VII.
REPORTING

Consultant shall provide by the end of the seventh (7th) month of this agreement a reporting, in a manner consistent with the evaluation plan furnished in the funding application for the fiscal year 2013-2014, for the first six (6) months of this agreement, of its accomplishments and ongoing projects and programs related to the services provided for herein and made or begun in this term.

In the event Consultant desires to extend the term of this agreement beyond its stated date of expiration pursuant to paragraph I, a similar annual reporting shall be included with the submission and request for extension.

VIII.
ADDRESSES

For purposes of written notification as provided herein, all written notices to the City and to Consultant shall be addressed as follows:

City of Midland
City Manager
P. O. Box 1152
Midland, TX 79702

Crime Stoppers of Midland, Inc.
P. O. Box 1882
Midland, TX 79702

IX.
INDEPENDENT CONTRACTOR

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

X.
SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

XI.
ATTORNEY'S FEES

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

CONSULTANT AGREES THAT THIS IS THE VOLUNTARY AND

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

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

XII.
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.

XIII.
RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, CONSULTANT HEREBY RELEASES, RELINQUISHES, ACQUITS 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 CONSULTANT HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

XIV.
THIRD-PARTY BENEFICIARY

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

XV.

ASSIGNMENT

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

In witness whereof, the undersigned has set its hand and seal on this the _____ day of _____, 2013.

CITY OF MIDLAND, TEXAS

By_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

CRIME STOPPERS OF MIDLAND, INC.

By_____

Title_____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of Crime Stoppers of Midland, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of _____, 2013.

_____
Notary Public, State of _____

City of Midland
Office Memorandum

DATE: 9/10/2013

TO: The Honorable Mayor and City Council Members

FROM: Amy Turner, City Secretary

SUBJECT: Consider a resolution authorizing a contract with Keep Midland Beautiful in the amount of $100,000 for litter reduction, education, and beautification programs in Midland.

The proposed resolution authorizes the Mayor to execute a contract with Keep Midland Beautiful, Inc. The funding was approved with the adoption of the Fiscal Year 2013-2014 operating budget on August 26, 2013.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH KEEP MIDLAND BEAUTIFUL, INCORPORATED, FOR LITTER REDUCTION, EDUCATION, AND BEAUTIFICATION PROGRAMS

WHEREAS, the Council finds it to be in the public interest to authorize the execution of a contract with Keep Midland Beautiful, Inc., for litter reduction, education, and beautification programs in Midland;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a contract with Keep Midland Beautiful, Inc., for litter reduction, education, and beautification programs. Said contract to be in the form on file in the office of the City Secretary referenced by the date and number of this resolution.

SECTION TWO. That the City Treasurer is hereby authorized and directed to make payments to Keep Midland Beautiful, Inc., in the total amount of One Hundred Thousand Dollars ($100,000.00) from funds available in the following Fiscal Year 2013-2014 Budget Account (430) Sanitation (430) (Nondepartmental) - (0407) Keep Midland Beautiful (6171) budget account pursuant to the terms of said contract.

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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

_____
Robert McNaughton, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

CONTRACT

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 11th day of September, 2013, by and between the City of Midland, a municipal corporation of Midland County, Texas, hereinafter referred to as "City," and Keep Midland Beautiful, Inc., a Texas nonprofit corporation, hereinafter referred to as "Consultant" evidences the following:

In consideration of the mutual covenants, agreements and mutual benefits which will accrue to the parties hereof, the parties do hereby agree as follows:

I.
DESCRIPTION OF SERVICES

Consultant's services hereunder shall include the following:

A. Consultant shall educate City residents on the benefits and methods of maintaining a clean community and provide activities in schools, neighborhoods, and for business and community groups to reduce littering, encourage waste reduction/recycling and aid in beautification. Specifically, Consultant shall provide the services listed in Exhibit "A" attached hereto and incorporated herein by reference.

B. Consultant understands that it is to work closely with the City Manager of the City or his designee and appropriate City Officials and that it is to perform any and all related tasks required for the successful implementation of its programs as determined by the City Manager in order to fulfill the purposes of this contract.

C. Consultant shall deliver all data, reports and documents which result from its services to the City Manager in such form upon the City Manager's request.

D. Without limiting the general language of the above section, the City Manager shall have the right to demand that the Consultant employ a Certified Public Accountant to make an independent audit of the Consultant's records and books covering the period of this contract. A copy of said audit shall be filed with the City Manager.

II.
PERFORMANCE OF WORK

Consultant and its employees or associates shall perform all the work hereunder. Consultant agrees that all its employees or associates who work on this project shall be fully qualified and competent to do the work described hereunder.

III.
TERM

The term of this contract shall begin on October 1, 2013, and end on September 30, 2014. All work and written reports are to be completed and delivered to the City by the termination date unless an extension of time, based upon good reasons presented by Consultant, is granted by the City Manager.

Consultant agrees that, in the event it desires to extend the term of this agreement beyond its stated date of expiration, it shall submit a written request for extension to the City Manager of the City of Midland at least 120 days prior to the current expiration date hereof and that such submission shall include the Consultant's anticipated budget, goals and objectives for the extended period as well as the annual report on accomplishments during the current term; provided however, that the City is under no duty or obligation to grant the requested extension, and that before any such extension becomes effective, it must be in writing as an amendment to this agreement and approved by the City Council of the City of Midland.

IV.
PAYMENT

The City shall pay Consultant a fee of $25,000.00 dollars on or about November 7, 2013; January 3, 2014; April 3, 2014; and July 3, 2014; for a total annual sum of $100,000.00. All work shall be done to the satisfaction of the City Manager and the City shall not be liable for any partial payments or any payment under this contract for work which is unsatisfactory and which has not been approved by the City Manager.

V.
CHANGE IN WORK

The City through its City Manager may request, from time to time, changes in the scope or focus of the activities, investigations and studies conducted or to be conducted by Consultant pursuant to this contract; provided, however, that any such change which in the opinion of the Consultant and the City Manager varies significantly from the scope of the work set out herein and which would entail a significant increase in cost or expense to Consultant shall be mutually agreed on by Consultant and the City Manager. Changes in the scope which in the opinion of the Consultant and the City Manager would require additional funding by the City must first be approved by the City Council through a duly adopted resolution.

VI.
CONSULTANT'S LIABILITY

Approval of the City shall not constitute nor be deemed a release of responsibility and liability of Consultant, its employees, agents or associates for the accuracy and competency for their designs, reports, information and other documents nor shall approval be deemed to

be the assumption of such responsibility by the City for any defect or error in the documents prepared by the Consultant, its employees or associates.

VII.
BOOKS AND RECORDS

Consultant shall provide, on a monthly basis during the term of this agreement, reports showing the disposition of the funds provided by the City under this agreement and that such funds were used only for the purposes stated in this agreement. The report required by this paragraph shall be filed no later than twenty (20) days following the end of the month for which the report is due. Reports shall be filed with the City at the office of the City Secretary. Any and all funds which remain unaccounted for or unspent at the end of the term of this agreement shall, at the City's direction, be returned to the City.

Consultant shall maintain books of account with correct entries of all expenditures of the funds provided under this agreement and of funds allocated from other sources. Consultant shall maintain funds provided by the City in a separate account and may not commingle such funds with any other monies or maintain it in any other account. Any and all books of account of Consultant shall be at all times open to the inspection of the City or any of its officers or duly authorized agents. Upon such inspection, the City or its officers or agents shall be afforded the opportunity on premises to make photographic copies of any and all documentation of books of account, including but not limited to statements of account relating to the disposition of funds provided by the City under this agreement and funds allocated from other sources.

Consultant shall maintain these books of account in Midland County for a period of three (3) years following the expiration of the term for which they are applicable.

VIII.
REPORTING

Consultant shall provide by the end of the seventh (7th) month of this agreement a reporting, in a manner consistent with the evaluation plan furnished in the funding application for the fiscal year 2013-2014, for the first six (6) months of this agreement, of its accomplishments and ongoing projects and programs related to the services provided for herein and made or begun in this term.

In the event Consultant desires to extend the term of this agreement beyond its stated date of expiration pursuant to paragraph III, an annual reporting shall be included with the submission and request for extension.

IX.
ASSIGNMENT

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

of the City.

X.
TERMINATION

The City may terminate this contract upon thirty (30) days written notice to the Consultant, upon Consultant's failure to comply with terms set out in this contract heretofore, with the understanding that all services being performed under this contract shall cease upon the date specified in such notice. Consultant shall invoice the City for all services completed and shall be compensated in accordance with the terms of this contract for all services performed by the Consultant prior to the date specified in such notice.

XI.
NOTICES

All notices, communications and reports under this contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail at the following addresses:

City:
City of Midland
City Manager
P. O. Box 1152
Midland, Texas, 79702

Consultant:
Executive Director
Keep Midland Beautiful, Inc.
P.O. Box 50432
Midland, Texas, 79710

XII.
INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Consultant shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the City; that Consultant 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 Consultant, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant. No person performing any of the work and services described hereunder by Consultant shall be considered an officer, agent, servant or employee of the City. Further,

it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Consultant shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The City does not have the power to direct the order in which the work is done. The City shall not have the right to control the means, methods or details of the Consultant's work. Consultant shall assume exclusive responsibility for the work. Consultant is entirely free to do the work in its own way.

XIII.
INDEMNITY

CONSULTANT WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CONSULTANT, its agents or employees, or any subcontractor, arising out of, or resulting from Consultant's use of, or activities on, the Agreement Premises, and Consultant will be required to pay any judgment with costs which may be obtained against City or any of its officers, agents or employees, including reasonable attorney's fees.

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

XIV.
SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

XV.
ATTORNEY'S FEES

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

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

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

XVI.
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.

XVII.
RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, CONSULTANT HEREBY RELEASES, RELINQUISHES, ACQUITS 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 CONSULTANT HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

XVIII.
THIRD-PARTY BENEFICIARY

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

IN WITNESS WHEREOF, the undersigned duly authorized officials hereby execute this agreement on the day and year first written above.

CITY OF MIDLAND, TEXAS

By_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

KEEP MIDLAND BEAUTIFUL, INC.

By _____

Title_____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of Keep Midland Beautiful, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

_____
Notary Public, State of _____

City of Midland
Office Memorandum

DATE: 9/10/2013

TO: The Honorable Mayor and City Council Members

FROM: Amy Turner, City Secretary

SUBJECT: Consider a resolution authorizing a contract with Midland Teen Court, Inc. in the amount of $27,500 for a Teen Court Program.

The proposed resolution authorizes the Mayor to execute a contract with Midland Teen Court, Inc. The funding was approved with the adoption of the Fiscal Year 2013-2014 operating budget on August 26, 2013.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH MIDLAND TEEN COURT, INCORPORATED, FOR THE OPERATION OF A TEEN COURT PROGRAM

WHEREAS, the Council finds it to be in the public interest to authorize the execution of a contract for the operation of a Teen Court in Midland which would reduce court time spent on hearing juvenile cases and provide restitution and community compensation;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a contract with the Midland Teen Court, Inc., for the operation of a Teen Court Program. Said contract to be in the form on file in the office of the City Secretary referenced by the date and number of this resolution.

SECTION TWO. That the City Treasurer is hereby authorized and directed to pay Midland Teen Court, Inc., the sum of Twenty-Seven Thousand Five Hundred Dollars ($27,500.00) from funds available in Fiscal Year 2013-2014 Budget Account 001 (General Fund) - 150 (Nondepartmental) - 0150 (Nondepartmental) - 6055 (Midland Teen Court), pursuant to the terms of said contract and upon request 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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

_____
Robert McNaughton, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

CONTRACT

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF MIDLAND §

THIS CONTRACT is entered into on this 11th day of September, 2013, by and between the City of Midland, Texas, a home rule municipal corporation, hereinafter called "City," and Midland Teen Court, Inc., a nonprofit corporation organized under the laws of the State of Texas, hereinafter referred to as "Teen Court."

WHEREAS, Teen Court and the City desire to maintain a "Teen Court" program; and

WHEREAS, the Teen Court will reduce court time spent on hearing juvenile cases; and

WHEREAS, a Teen Court will provide restitution and community compensation; and

WHEREAS, a Teen Court will provide a means for young offenders to become productive citizens;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, AGREEMENTS, AND BENEFITS OF BOTH PARTIES TO THIS CONTRACT, IT IS AGREED AS FOLLOWS:

I.

This contract and its terms and conditions shall be in effect for a period beginning on October 1, 2013, and ending September 30, 2014.

Teen Court agrees that, in the event it desires to extend the term of this agreement beyond its stated date of expiration, it shall submit a written request for extension to the City Manager of the City of Midland at least 120 days prior to the current expiration date hereof and that such submission shall include the Teen Court's anticipated budget, goals and objectives for the extended period as well as the annual report on accomplishments during the current term; provided however, that the City is under no duty or obligation to grant the requested extension, and that before any such extension becomes effective, it must be in writing as an amendment to this agreement and approved by the City Council of the City of Midland.

II.

Teen Court agrees to operate, administer, manage, maintain and publicly support the Teen Court program. Teen Court shall be responsible for and establish all rules and regulations relating to the operation of said Teen Court program. Teen Court shall hire and supervise a Teen Court coordinator and establish employment policies defining the duties for this position. Said Teen Court coordinator shall not be considered an employee of the City for any purpose. Teen Court shall be responsible for providing any and all support staff including, but not limited to, any and all judges for said Teen Court program.

III.

A. City agrees to pay to Teen Court, within twenty (20) days after the date of execution of this contract, the sum of TWENTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($27,500.00) to be utilized by Teen Court for the purpose of compensating the Teen Court coordinator and for other services provided in conjunction with the Teen Court program during the original term of this contract. In the event that this contract is renewed or extended for additional years, the amount of compensation to be provided by the City to Teen Court shall be determined by the Midland City Council at the time said Council adopts the City's annual budget.

B. Teen Court shall provide any and all liability insurance for the Teen Court coordinator.

IV.

TERMINATION

This contract may be terminated by either party for any reason upon ninety (90) days written notice or by mutual agreement of both parties.

V.

The City and Teen Court understand and agree that the City shall have no duty or obligation to provide participants in the Teen Court program. All participants in the Teen Court program shall be strictly on a voluntary basis and at the discretion of the judges of the City of Midland Municipal Court.

VI.

For purposes of written notification as provided herein, all written notices to the City and the Teen Court shall be addressed as follows:

City of Midland
City Manager
P. O. Box 1152
Midland, Texas 79702

Midland Teen Court, Inc.
615 West Missouri #226
Midland, Texas 79701

VII.

A. The parties hereto shall comply with all applicable laws.

B. Teen Court agrees to furnish each year a report of operations and activities to each member of the City Council, City Manager and City Attorney. Such report shall include, but shall not be limited to, the number of participants in the Teen Court program which have become repeat offenders or violators of the laws of the City of Midland, Texas, or the State of Texas.

C. Teen Court agrees to adopt rules, regulations and written policy relating to and governing the operation of the Teen Court, and seek the approval of such rules, regulations and policies from the City.

D. **INDEMNITY: TEEN COURT WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF TEEN COURT**, its agents or employees, or any subcontractor, arising out of, or resulting Teen Court's use of, or activities on, the

Agreement Premises, and Teen Court will be required to pay any judgment with costs which may be obtained against City or any of its officers, agents or employees, including reasonable attorney's fees.

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

E. **INSURANCE**: During the term of this contract, Teen Court shall obtain insurance and provide the City with a certificate of insurance, and shall maintain such insurance in effect during the term of this contract, containing the following amounts: Insurance coverage in the minimum aggregate amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00) against liability for injury to or the death of any one person and for property damage. Such insurance shall be written with insurance companies authorized to do business in the State of Texas and acceptable to the City and all insurance policies shall include City as an additional insured, and copies of the insurance that has been issued or

certificates evidencing proof of such policy shall be deposited with the City.

F. Teen Court agrees that it will fully comply with all civil rights acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex or by reason of being handicapped.

VIII.

City agrees to participate in the Teen Court's appraisal of the teen court program.

IX.

Teen Court shall provide, on a quarterly basis during the term of this agreement, reports showing the disposition of the funds provided by the City under this agreement and that such funds were used only for the purposes stated in this agreement. Any report required by this paragraph shall be filed no later than twenty (20) days following the end of the quarter for which the report is due. Reports shall be filed with the City at the office of the City Secretary. Any and all funds which remain unaccounted for or unspent at the end of the term of this agreement shall, at the City's direction, be returned to the City.

Teen Court shall maintain books of account with correct entries of all expenditures of the funds provided under this agreement and of funds allocated from other sources. Teen Court shall maintain funds provided by the City in a separate account and may not commingle such funds with any other monies or maintain it in any other account. Any and all books of account of Teen Court shall be at all times open to the inspection of the City or any of its officers or duly authorized agents. Upon such inspection, the City or its officers or agents shall be afforded the opportunity on premises to make photographic copies of any and all documentation of books of account, including, but not limited to statements of account relating to the disposition of funds provided by the City under this agreement and funds allocated from other sources.

Teen Court shall maintain these books of account in Midland County for a period of three (3) years following the expiration of the term for which they are applicable.

X.

Teen Court shall provide by the end of the seventh (7th) month of this agreement a

reporting, in a manner consistent with the evaluation plan furnished in its funding application for the fiscal year 2013-2014, for the first six (6) months of this agreement, of its accomplishments and ongoing projects and programs related to the services provided for herein and made or begun in this term.

In the event Teen Court desires to extend the term of this agreement beyond its stated date of expiration pursuant to Paragraph I, an annual reporting shall be included with the submission and request for extension.

XI.

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

XII.

ATTORNEY'S FEES

BY EXECUTING THIS AGREEMENT, TEEN COURT 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 AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. TEEN COURT SPECIFICALLY AGREES THAT IF TEEN COURT 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, TEEN COURT AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH TEEN COURT MIGHT OTHERWISE BE ENTITLED.

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

TEEN COURT AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

XIII.

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.

XIV.

RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, TEEN COURT HEREBY RELEASES, RELINQUISHES, ACQUITS 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 TEEN COURT HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

XV.

THIRD-PARTY BENEFICIARY

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

XVI.

INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Teen Court shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the City; that Teen Court 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 Teen Court, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Teen Court. No person performing any of the work and services described hereunder by Teen Court shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Teen Court shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities,

applicable to it as such independent contractor hereunder. The City does not have the power to direct the order in which the work is done. The City shall not have the right to control the means, methods or details of the Teen Court's work. Teen Court shall assume exclusive responsibility for the work. Teen Court is entirely free to do the work in its own way.

XVII.

ASSIGNMENT

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

IN WITNESS HEREOF, the undersigned have set their hand on the date first set out above.

THE CITY OF MIDLAND, TEXAS

By_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

MIDLAND TEEN COURT, INC.

By _____
President

ATTEST:

_____
Executive Director

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of Midland Teen Court, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

_____
Notary Public, State of _____

City of Midland
Office Memorandum

DATE: 9/10/2013

TO: The Honorable Mayor and City Council Members

FROM: Amy Turner, City Secretary

SUBJECT: Consider a resolution authorizing a contract with Permian Basin Community Centers in the amount of $75,000 for mental health, mental retardation and substance abuse services.

The proposed resolution authorizes the Mayor to execute a contract with Permian Basin Community Centers for Mental Health and Mental Retardation. The funding was approved with the adoption of the Fiscal Year 2013-2014 operating budget on August 26, 2013.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE PERMIAN BASIN COMMUNITY CENTERS FOR MENTAL HEALTH, MENTAL RETARDATION, AND SUBSTANCE ABUSE SERVICES

WHEREAS, on April 25, 1972, the City of Midland, City of Odessa, Midland County and Ector County by agreement established the Permian Basin Community Centers for Mental Health, Mental Retardation, and Substance Abuse Services; and

WHEREAS, the Council finds that funds are available for mental health, mental retardation and substance abuse services; and

WHEREAS, the Council finds it to be in the public interest to enter into an agreement with the Permian Basin Community Centers for Mental Health and Mental Retardation to provide mental health, mental retardation and substance abuse services;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, an agreement with the Permian Basin Community Centers for Mental Health and Mental Retardation to provide for mental health, mental retardation and substance abuse services. Said contract to be in the form on file in the office of the City Secretary referenced by the date and number of this resolution.

SECTION TWO. That the City Treasurer is hereby authorized and directed to pay the sum of $75,000.00 from funds available in Fiscal Year 2013-2014 Budget Account 001 (General Fund) - 150 (Nondepartmental) - 0150 (Nondepartmental) - 6050 (Permian Basin Community Centers) pursuant to the terms of said contract.

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., 2013, by

the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

_____
Robert McNaughton, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

AGREEMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

THIS AGREEMENT, made and entered into on this 11th day of September, 2013, between the City of Midland, Texas, a home rule municipal corporation, hereinafter called "City,"and the Permian Basin Community Centers for Mental Health and Mental Retardation, an entity organized under the Texas Health & Safety Code, § 531.001 et seq., hereinafter called "MHMR."

W I T N E S S E T H:

WHEREAS, on April 25, 1972, the City of Midland, City of Odessa, Midland County and Ector County, by agreement, formed the Permian Basin Community Centers for Mental Health and Mental Retardation; and

WHEREAS, the City has budgeted funds in the amount of $75,000.00 to be used by MHMR for the fiscal year 2013-2014; and

WHEREAS, it is the desire of the parties hereto to combine their efforts for the purpose of providing programs for mental health, mental retardation and substance abuse;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to each of the parties hereof, as well as the general citizenry of the City of Midland, Texas, the parties have agreed and do hereby agree as follows:

I.

SCOPE OF SERVICES

MHMR shall provide the following services:

A. Mental Health - Mental Retardation Services

1. The purpose of the Mental Retardation Residential Program is to prevent or delay the need for a mentally handicapped person to be placed in an institution. A variety of community based services, including Residential Placement, In-Home Support Respite

Care, Interdependent Living Program, and Recreational programs will be provided to give participants the opportunity to become as independent as possible.

Individualized training programs will be developed that teach age-appropriate, functional skills which occur in natural environments.

2. An Early Childhood Intervention Program will be provided to assist families of developmentally delayed infants in stimulating and nurturing the special child.

3. The Mental Health Residential Program will provide transitional or long term residences for chronically psychiatrically disabled adults with support services and staff involvement based on individual needs.

Residences for mental health patients are located in Midland and Odessa. Placements are determined by the individual's preferences and service needs. Staff involvement varies from houseparents, who provide supervision and structure as needed, to staff who are close by and always available, but providing minimal supervision and structure.

4. Additional mental health services include the Crisis Intervention Suicide Prevention Program, Short Term Crisis Stabilization at Hospitals, Outpatient programs for individuals and their families, and school-based youth services.

B. Substance Abuse Services

1. MHMR's Non-Medical Detoxification facility assists addicted, chemically dependent, and acutely intoxicated individuals 18 years or age and older requiring supervision to withdraw from addictive substances.

2. Individuals participate in therapeutic, educational, self-exploration, and supportive activities. Medical and psychiatric services are available 24 hours a day, 365 days a year.

3. Additional substance abuse services are the At-Risk Youth Program, Residential Treatment Program for Adolescents, HIV Testing, Education and Out Reach Services, and Turning Point Primary Care Unit.

II.

PAYMENT

The City shall pay to MHMR the sum of $75,000.00 for mental health and mental retardation services and substance abuse programs. Payment shall be made on a monthly basis. MHMR shall invoice the City the amount of $6,250.00 per month. The City shall remit the $6,250.00 within ten (10) days after invoice.

III.

INDEMNITY

MHMR agrees to assume and does hereby assume all responsibility and liability for damages sustained by persons or property, whether real or asserted, by or from the carrying on of work or in the performance of services performed and to be performed hereunder.

MHMR WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF MHMR, its agents or employees, or any subcontractor, arising out of, or resulting from MHMR's use of, or activities on, the Agreement Premises, and MHMR will be required to pay any judgment with costs which may be obtained against City or any of its officers, agents or employees, including reasonable attorney's fees.

MHMR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY

INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH MHMR OR MHMR'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND MHMR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

IV.

INDEPENDENT CONTRACTOR

It is expressly understood and agreed that MHMR shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the City; that MHMR 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 MHMR, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and MHMR. No person performing any of the work and services described hereunder by MHMR shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. MHMR shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable

to it as such independent contractor hereunder. The City does not have the power to direct the order in which the work is done. The City shall not have the right to control the means, methods or details of the MHMR's work. MHMR shall assume exclusive responsibility for the work. MHMR is entirely free to do the work in its own way.

V.

BOOKS AND RECORDS

MHMR shall provide, on a monthly basis during the term of this agreement, reports and full documentation showing the disposition of the funds provided by the City under this agreement and that such funds were used only for the purposes stated in this agreement. Said report shall be filed in the office of the City Secretary no later than twenty (20) days following the last day of the month for which the report is due. Any and all funds which remain unaccounted for or unspent at the end of the term of this agreement shall, at the City's direction, be returned to the City or be spent by MHMR for the purposes set forth in this agreement.

MHMR shall maintain books of account with correct entries of all expenditures of the funds provided under this agreement and of funds allocated from other sources. MHMR shall maintain funds provided by the City in a separate account and shall not commingle such funds with any other monies or maintain it in any other account. Such books of account shall be at all times open to the inspection of the City or any of its officers or duly authorized agents. Upon inspection by the City or its officers or agents, the inspector shall be afforded the opportunity to make photographic copies of any and all documentation, including but not limited to books of account.

VI.

REPORTING

MHMR shall provide by the end of the seventh (7th) month of this agreement a reporting, in a manner consistent with the evaluation plan furnished in its funding application for the fiscal year 2013-2014 for the first six (6) months of this agreement, of its goals and

objectives reached and new ones begun related to the services provided for herein and made or begun in this term.

In the event MHMR desires to extend the term of this agreement beyond its stated date of expiration pursuant to Paragraph VII, an annual reporting shall be included with the submission and request for extension.

VII.

TERM OF AGREEMENT

The term of this agreement is for a period beginning on October 1, 2013, and ending on September 30, 2014.

MHMR agrees that, in the event it desires to extend the term of this agreement beyond its stated date of expiration, it shall submit a written request for extension to the City Manager of the City of Midland at least 120 days prior to the current expiration date hereof and that said submission shall include MHMR's anticipated budget, goals, and objectives for the extended period; provided, however, that the City is under no duty or obligation to grant the requested extension, and that before any such extension becomes effective, it must be in writing as an amendment to this agreement and approved by the City Council of the City of Midland.

VIII.

DEFAULT

If MHMR shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than 30 days after the City has notified MHMR in writing of MHMR's default hereunder and MHMR has failed to correct such default within said 30 days, then City may, at its option, immediately or at any time thereafter without demand or notice, cancel this agreement in its entirety. The waiver by City of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

IX.

ASSIGNMENT

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

X.

AMENDMENTS

This agreement may be amended by the mutual agreement of the parties hereto in writing to be attached hereto and incorporated into this agreement.

XI.

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

XII.

ATTORNEY'S FEES

BY EXECUTING THIS AGREEMENT, THE MHMR 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 AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. MHMR SPECIFICALLY AGREES THAT IF MHMR 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, MHMR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH MHMR MIGHT OTHERWISE BE ENTITLED.

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

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

XIII.

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.

XIV.

RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, MHMR HEREBY RELEASES, RELINQUISHES, ACQUITS 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 MHMR 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, OR CITY'S NEGLIGENCE.

XV.

THIRD-PARTY BENEFICIARY

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

EXECUTED by the duly authorized officials of the City and MHMR as of the day and year first above written.

CITY OF MIDLAND, TEXAS

By_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

PERMIAN BASIN COMMUNITY CENTERS FOR MENTAL HEALTH AND MENTAL RETARDATION

By_____

Title _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the Permian Basin Community Centers for Mental Health and Mental Retardation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

_____
Notary Public, State of _____

City of Midland
Office Memorandum

DATE: 9/10/2013

TO: The Honorable Mayor and City Council Members

FROM: Amy Turner, City Secretary

SUBJECT: Consider a resolution authorizing a contract with Midland College in the amount of $70,000 to promote growth and development in the City.

The proposed resolution authorizes the Mayor to execute a contract with Midland College. The funding was approved with the adoption of the Fiscal Year 2013-2014 operating budget on August 26, 2013.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH MIDLAND COLLEGE TO PROMOTE ECONOMIC GROWTH AND DEVELOPMENT

WHEREAS, the City Council of Midland, Texas ("Council") recognizes a need for continued economic development and diversification; and

WHEREAS, Midland College will actively promote business development and economic growth within Midland, Texas; and

WHEREAS, the Council finds it to be in the public interest to enter into a contract with Midland College to promote small business development in Midland, Texas;

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 to execute and attest, respectively, on behalf of the City of Midland, Texas, a contract with Midland College to promote the City's economic growth and development. Said contract to be in the form on file in the office of the City Secretary referenced by the date and number of this resolution.

SECTION TWO. That the City Treasurer is hereby authorized and directed to pay Midland College the sum of $70,000.00 from funds available in Fiscal Year 2013-2014 Budget Account 001 (General Fund) - 150 (Nondepartmental) - 0150 (Nondepartmental) - 6183 (Midland College Business and Economic Development Center) pursuant to the terms of said contract.

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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

_____
Robert McNaughton, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

AGREEMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

THIS AGREEMENT, made and entered into on this 11th day of September, 2013, between the City of Midland, Texas, a home rule municipal corporation, hereinafter called "City," and Midland College, hereinafter called "the College."

W I T N E S S E T H:

WHEREAS, the City, recognizing the need for continued development and economic diversification, has budgeted certain funds to be used pursuant to the authority of Local Government Code §§ 371.001 et seq., for the purpose of advertising the municipality and promoting its growth and development; and

WHEREAS, acting through its Business and Economic Development Center, the College actively promotes business development and economic growth within the City and the surrounding region for the purpose of creating jobs and economic growth and development in the City; and

WHEREAS, it is the desire of the parties hereto to combine their efforts for the purpose of providing an effective economic development program for Midland;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to each of the parties hereof, as well as the general citizenry of the City of Midland, Texas, the parties have agreed and do hereby agree as follows:

I.

PROMOTING GROWTH AND DEVELOPMENT

1. The College agrees to provide, through its Business and Economic Development Center, educational training to interested parties. Training will be in the areas of small business, home ownership, credit repair, and other related areas. The College may specifically provide, in addition to other appropriate services, training in contract writing as it relates to government contracts with small businesses and shall offer small businesses

technical assistance and business plan preparation. Toward this end, the College shall provide all management and administrative services necessary to make its programs viable and competitive.

The duties and responsibilities of the College under this agreement shall be carried out under the policies and procedures it establishes.

2. City agrees to assist the College in the funding of its Business and Economic Development Center by paying to the College as compensation for the services rendered under this section of the agreement a sum of $70,000.00 during the term of this agreement. Such sum shall be paid by the City to the College in 12 monthly installments each based on invoices or statements received from the College and approved by the City Manager.

3. Ownership of capital assets purchased with City money shall remain with the City. If the College does not continue to use the assets purchased with the funds designated herein for the purposes described in this agreement, the College shall either pay to the City the fair market value of the assets or deliver the assets to the City. Unless it is extended pursuant to Paragraph VI, when this agreement expires or terminates, the College shall return these assets to the City within 30 days of the date of expiration or termination.

II.

INDEMNITY

THE COLLEGE WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE COLLEGE, its agents or employees, or any subcontractor, arising out of, or resulting from the College's use of, or activities on, the Agreement

Premises, and the College will be required to pay any judgment with costs which may be obtained against City or any of its officers, agents or employees, including reasonable attorney's fees.

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

III.

INDEPENDENT CONTRACTOR

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

IV.

BOOKS AND RECORDS

The College shall provide to the City, on a monthly basis during the term of this agreement, reports and full documentation showing the expenditures made pursuant to this agreement and that such funds were used only for the purposes stated in this agreement.

The College shall maintain books of account with correct entries of all expenditures which are made according to the terms of this agreement and of funds allocated from other sources. Any and all books of account of the College shall be at all times open to the inspection of the City or any of its officers or duly authorized agents. Upon such inspection, the City or its officers or agents shall be afforded the opportunity on premises to make photographic copies of any and all documentation of books of account, including but not limited to statements of account relating to the disposition of funds provided by the City under this agreement and funds allocated from other sources.

The College shall maintain these books of account in Midland County for a period of three (3) years following the expiration of the term for which they are applicable.

V.

SEMI-ANNUAL REPORTING

By the end of the seventh (7th) month of the term of this agreement, the College shall provide to the City Manager a reporting of its accomplishments and ongoing projects and programs related to the services provided for herein for the first six (6) months of this agreement. Said reporting shall be in a form consistent with the evaluation plan furnished in the College's funding application for fiscal year 2013-2014. The College must comply fully with this provision to be eligible for funds for expenditures made from April 1, 2014 through September 30, 2014.

In the event the College desires to extend the term of this agreement beyond its stated date of expiration pursuant to paragraph VI, a similar annual reporting for the entire term of the contract shall be included with the submission and request for extension.

VI.

TERM OF AGREEMENT

The term of this agreement is for a period beginning on October 1, 2013, and ending on September 30, 2014.

The College agrees that, in the event it desires to extend the term of this agreement beyond its stated date of expiration, it shall submit a written request for extension to the City Manager of the City of Midland at least 120 days prior to the current expiration date hereof and that such submission shall include the College's anticipated budget, goals and objectives for the extended period as well as the annual report on accomplishments during the current term; provided however, that the City is under no duty or obligation to grant the requested extension, and that before any such extension becomes effective, it must be in writing as an amendment to this agreement and approved by the City Council of the City of Midland.

VII.

DEFAULT

If the College shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than 30 days after the City has notified the College in writing of the College's default hereunder and the College has failed to correct such default within said 30 days, then City may, at its option, immediately or at any time thereafter without demand or notice, cancel this agreement in its entirety. The waiver by City of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

VIII.

ASSIGNMENT

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

IX.

AMENDMENTS

This agreement may be amended by the mutual agreement of the parties hereto in writing to be attached hereto and incorporated into this agreement.

X.

SOVEREIGN IMMUNITY

By executing this agreement, the City is not waving 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.

XI.

ATTORNEY'S FEES

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

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

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

XII.

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.

XIII.

RELEASE

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

XIV.

THIRD-PARTY BENEFICIARY

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

EXECUTED by the duly authorized officials of the City and the College as of the day and year first above written.

CITY OF MIDLAND, TEXAS

By _____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

MIDLAND COLLEGE

By _____
Dr. Steve Thomas, President

THE STATE OF TEXAS §

§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of Midland College.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

_____
Notary Public, State of _____

City of Midland
Office Memorandum

DATE: 9/10/2013

TO: The Honorable Mayor and City Council Members

FROM: Amy Turner, City Secretary

SUBJECT: Consider a resolution authorizing a contract with the Arts Council of Midland in the amount of $100,000 for the encouragement, promotion, improvement, and education of arts in the City.

The proposed resolution authorizes the Mayor to execute a contract with the Arts Council of Midland. The funding was approved with the adoption of the Fiscal Year 2013-2014 operating budget on August 26, 2013.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE ARTS COUNCIL OF MIDLAND FOR THE ENCOURAGEMENT, PROMOTION, IMPROVEMENT AND APPLICATION OF THE ARTS IN THE CITY

WHEREAS, the City of Midland levies a tax within the City upon the occupancy of any room or space furnished by any hotel or motel; and

WHEREAS, pursuant to the provisions of Texas Tax Code Ann. §§ 351.101 - .107, the City may use such tax revenues for the encouragement, promotion, improvement and application of the arts; and

WHEREAS, the Council finds it to be in the public interest to enter into a contract with the Arts Council of Midland for the encouragement, promotion, improvement and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape, and sound recording, and other arts related to the presentation, performance, execution and exhibition of these major art forms in the City;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a contract with the Arts Council of Midland for the encouragement, promotion, improvement and application of the arts within the City. Said contract to be in the form on file in the office of the City Secretary referenced by the date and number of this resolution.

SECTION TWO. That the City Treasurer is hereby authorized and directed to pay the Arts Council of Midland the sum of $100,000.00 from funds available in Fiscal Year 2013-2014 Budget Account 090 (Hotel/Motel) - 005 (Administration) - 0690 (Hotel/Motel) - 6990 (Miscellaneous) pursuant to the terms of said contract.

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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

_____
Robert McNaughton, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

THIS AGREEMENT, made and entered into on this 11th day of September, 2013, between the City of Midland, Texas, a home rule municipal corporation, hereinafter called "City," and the Arts Council of Midland, a Texas nonprofit corporation having its principal place of business in Midland, Texas, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, the City levies a tax within the City upon the occupancy of any room or space furnished by any hotel or motel, and pursuant to the provisions of Texas Tax Code Ann. §§ 351.101 - .107, may use such tax revenues for the encouragement, promotion, improvement, and application of the arts; and

WHEREAS, the Contractor has for numerous years encouraged, promoted and fostered the development of the arts within the City of Midland, Texas, and as a result thereof has obtained certain knowledge and expertise in this particular area of endeavor; and

WHEREAS, it is the desire of the parties hereto to combine their efforts for the purpose of providing an effective program for developing, encouraging, promoting, and fostering the arts in Midland;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to each of the parties hereof, as well as the general citizenry of the City of Midland, Texas, the parties have agreed and do hereby agree as follows:

I.

ENCOURAGING, PROMOTING, AND FOSTERING THE ARTS

The Contractor agrees to develop and implement a program for the encouragement, promotion, improvement, and application of the arts in Midland, Texas, which may include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures,

radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

II.

COMPENSATION

The City agrees to pay the Contractor as compensation for the services rendered under this agreement the total sum of One Hundred Thousand Dollars ($100,000.00)to be used to sub-grant events in Midland, Texas that encourage, promote, improve or apply the major art forms or similar art forms listed in Section I. The City agrees to pay the sum above, not to exceed a total of One Hundred Thousand Dollars ($100,000.00), within thirty (30) days of the date of the receipt of a written invoice, in conjunction with the requirements of Section V, Books and Records of this agreement. The invoice shall be sent to the City Manager, P.O. Box 1152, Midland, Texas 79702.

III.

INDEMNITY

CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CONTRACTOR, its agents or employees, or any subcontractor, arising out of, or resulting from, Contractor's use of, or activities on, the Agreement Premises, and Contractor will be required to pay any judgment with costs which may be obtained against City or any of its officers, agents or employees, including reasonable attorney's fees.

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

IV.

INDEPENDENT CONTRACTOR

Contractor shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of City. Contractor shall have exclusive control of, and the exclusive right to control, the details of the work to be performed hereunder and all personnel performing the same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, volunteers, licensees, and invitees. In no event shall any person participating in or performing any of the Contractor's duties or responsibilities hereunder be considered an officer, agent, servant, or employee of the City. Further, it is specifically understood and agreed that nothing in this

contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Contractor shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The City does not have the power to direct the order in which the work is done. The City shall not have the right to control the means, methods or details of the Contractor's work. Contractor shall assume exclusive responsibility for the work. Contractor is entirely free to do the work in its own way.

V.

BOOKS AND RECORDS

Contractor shall provide, on a monthly basis during the term of this agreement, reports showing the disposition of the funds provided by the City under this agreement and that such funds were used only for the purposes stated in this agreement. The report required by this paragraph shall be filed no later than twenty (20) days following the end of the month for which the report is due. Reports shall be filed with the City at the office of the City Secretary. Any and all funds which remain unaccounted for or unspent at the end of the term of this agreement shall, at the City's direction, be returned to the City.

Contractor shall maintain books of account with correct entries of all expenditures of the funds provided under this agreement and of funds allocated from other sources. Contractor shall maintain funds provided by the City in a separate account and may not commingle such funds with any other monies or maintain it in any other account. Any and all books of account shall be at all times open to the inspection of the City or any of its officers or duly authorized agents. Upon such inspection, the City or its officers or agents shall be afforded the opportunity on premises to make photographic copies of any and all documentation of books of account relating to the disposition of funds provided by the City under agreement and funds allocated from other sources.

Contractor shall maintain these books of account in Midland County for a period of three (3) years following the expiration of the term for which they are applicable.

VI.

REPORTING

Contractor shall provide a quarterly reporting, in a manner consistent with the evaluation plan furnished in the funding application for the fiscal year 2013-2014, at the end of each three month period of this agreement, of its accomplishments and ongoing projects and programs related to the services provided for herein and made or begun in this term.

In the event Contractor desires to extend the term of this agreement beyond its stated date of expiration pursuant to paragraph VII, an annual reporting shall be included with the submission and request for extension.

VII.

TERM OF AGREEMENT

The term of this agreement is for a period beginning on October 1, 2013, and ending on September 30, 2014.

Contractor agrees that, in the event it desires to extend the term of this agreement beyond its stated date of expiration, it shall submit a written request for extension to the City Manager of the City of Midland at least 120 days prior to the current expiration date hereof and that such submission shall include the Contractor's anticipated budget, goals and objectives for the extended period as well as the annual report on accomplishments during the current term; provided however, that the City is under no duty or obligation to grant the requested extension, and that before any such extension becomes effective, it must be in writing as an amendment to this agreement and approved by the City Council of the City of Midland.

VIII.

DEFAULT

If Contractor shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than thirty (30) days after the City has notified Contractor in writing of Contractor's default hereunder and Contractor has failed to correct such default within said thirty (30) days, then City may, at its option, immediately or any time thereafter without demand or notice, cancel this agreement in its entirety. The waiver by City of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition or covenant. In the event that City cancels this agreement under the terms of this paragraph, any and all funds which remain unaccounted for or unspent at such time shall be returned to the City.

IX.

ASSIGNMENT

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

X.

AMENDMENTS

This agreement may be amended by the mutual agreement of the parties hereto in writing to be attached hereto and incorporated into this agreement.

XI.

SOVEREIGN IMMUNITY

By executing this agreement, the City is not waving 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.

XII.

ATTORNEY'S FEES

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

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

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

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

XIII.

RELEASE

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

XIV.

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.

XV.

THIRD-PARTY BENEFICIARY

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

EXECUTED by the duly authorized officials of the City and the Contractor as of the day and year first above written.

CITY OF MIDLAND, TEXAS

By_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

THE ARTS COUNCIL OF MIDLAND

By_____
Executive Director

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the Arts Council of Midland.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

_____
Notary Public, State of _____

City of Midland
Office Memorandum

DATE: 9/10/2013

TO: The Honorable Mayor and City Council Members

FROM: Amy Turner, City Secretary

SUBJECT: Consider a resolution authorizing a contract with COM Aquatics in the amount of $27,000 for advertising, promotion and solicitation of aquatic activities in Midland.

The proposed resolution authorizes the Mayor to execute a contract with COM Aquatics, Inc. The funding was approved with the adoption of the Fiscal Year 2013-2014 operating budget on August 26, 2013.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH COM AQUATICS, INCORPORATED, FOR ADVERTISING, PROMOTION AND SOLICITATION OF AQUATIC ACTIVITIES IN MIDLAND

WHEREAS, the Council finds it to be in the public interest to authorize the execution of a contract with COM Aquatics, Inc., for advertising, promotion and solicitation of aquatic activities in Midland;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a contract with COM Aquatics, Inc., for advertising, promotion and solicitation of aquatic activities in Midland. Said contract to be in the form on file in the office of the City Secretary referenced by the date and number of this resolution.

SECTION TWO. That the City Treasurer is hereby authorized and directed to make payments to COM Aquatics, Inc., in the total amount of Twenty Seven Thousand Dollars ($27,000.00) from funds available in Fiscal Year 2013-2014 Budget Account 090 (Hotel/Motel) - 005 (Administration) - 0690 (Hotel/Motel) - 6990 (Miscellaneous), pursuant to the terms of said contract.

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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

_____
Robert McNaughton, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

CONTRACT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

This contract made and effective this 11th day of September, 2013, by and between the City of Midland, Texas, a home rule municipal corporation, hereinafter called "City," and COM Aquatics, Incorporated, a Texas nonprofit corporation, hereinafter referred to as "Consultant" evidences the following:

WITNESSETH:

WHEREAS, Consultant and the City desire to promote aquatic activities in Midland; and

WHEREAS, Consultant has special knowledge and expertise in promoting such activities;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and mutual benefits which will accrue to each of the parties hereof, as well as the general citizenry of the City of Midland, Texas, the parties have agreed and do hereby agree as follows:

I.

TERM

This contract and its terms and conditions shall be in effect for a period beginning on October 1, 2013, and ending September 30, 2014. This contract may be amended or terminated by mutual agreement of both parties in writing upon thirty (30) days written notice.

II.

SERVICES

Consultant agrees to advertise, promote, and solicit aquatic activities in the City.

III.

PAYMENT

City agrees to pay to the Consultant as compensation for the services rendered under this Agreement the sum of Twenty Seven Thousand Dollars ($27,000.00), which is to be utilized to advertise, promote and solicit aquatic activities in the City, including the advertisement and promotion of a prize meet in the City. Consultant shall spend not more than Two Thousand Dollars ($2,000.00) of such sum for associated travel expenses.

The City agrees to pay the sum of Twenty Seven Thousand Dollars ($27,000.00) by the 10th day after execution of this Agreement.

In the event that this contract is renewed or extended for additional years, the amount of funds to be provided by the City to the Consultant shall be determined by the Midland City Council at the time said Council adopts the City's annual budget.

IV.

INDEMNITY

CONSULTANT WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CONSULTANT, its agents or employees, or any subcontractor, arising out of, or resulting from Consultant's use of, or activities on, the Agreement Premises, and Consultant will be required to pay any judgment with costs which may be obtained against City or any of its officers, agents or employees, including reasonable attorney's fees.

CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM

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

V.

OWNERSHIP OF DOCUMENTS

All reports, information, and other data prepared, assembled or received by Consultant pursuant to the services provided for in this agreement and other related documents or items shall remain the sole property of the Consultant.

VI.

RIGHT OF REVIEW

Consultant shall provide to the City on a quarterly basis during the term of this agreement a report and full documentation showing the disposition of the funds provided by the City under this agreement and that such funds were used only for the purposes stated in Paragraph II of this agreement. Said report shall be filed in the Office of the City Secretary not later than twenty (20) days following the end of the quarter for which the report is due.

Any and all funds which remain unaccounted for or unspent at the end of the term of this agreement shall, at the City's direction, be returned to the City.

The Consultant shall not commingle funds received from the City with any other monies.

Consultant shall maintain books of account with correct entries of all expenditures of funds provided pursuant to this agreement. Any and all documentation relating to funds received pursuant to this agreement shall be at all times open to the inspection of the City or any of its officers or duly authorized agents. Upon such inspection, the City or its officers or agents shall be afforded the opportunity on premises to make photographic copies of any and all documentation relating to funds received pursuant to this agreement.

Consultant shall maintain these books of account in Midland County for a period of three (3) years following the expiration of the term for which they are applicable.

VII.

REPORTING

Consultant shall provide by the end of the twelfth (12th) month of this agreement a reporting, in a manner consistent with the evaluation plan furnished in the funding application for the fiscal year 2013-2014 of its accomplishments and ongoing projects and programs related to the services provided for herein and made or begun in this term.

In the event Consultant desires to extend the term of this agreement beyond its stated date of expiration pursuant to paragraph I, a similar annual reporting shall be included with the submission and request for extension.

VIII.

ADDRESSES

For purposes of written notification as provided herein, all written notices to the City and to Consultant shall be addressed as follows:

City of Midland

City Manager
City of Midland
P. O. Box 1152
Midland, TX 79702

COM Aquatics
3003 North "A"
Midland, TX 79705

IX.

INDEPENDENT CONTRACTOR

The City and the Consultant by the execution of this contract do not change the independent status of Consultant. No term or provision hereof or act of Consultant in the performance of this contract shall be construed as making the Consultant the agent, servant, or employee of the City. Consultant is, and shall remain, an independent contractor with full, complete and exclusive authority to advise its own coordinator and staff and to determine the method of performance of the work covered hereby. The fact that the City or City's representative shall have the right to carry out the other prerogatives which are expressly reserved to and vested in the City or the City's representative hereunder, is not intended to and shall not at anytime change or affect the status of the Consultant as an independent contractor with respect to either the City or the City's representatives or to the support staff mentioned herein or to any other person, firm or corporation. 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. Consultant shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities, applicable to it as such

independent contractor hereunder. The City does not have the power to direct the order in which the work is done. The City shall not have the right to control the means, methods or details of the Consultant's work. The Consultant shall have exclusive responsibility for the work. Consultant is entirely free to do the work in its own way.

X.

SOVEREIGN IMMUNITY

By executing this agreement, the City is not waving 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.

XI.

ATTORNEY'S FEES

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

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

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

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

XII.

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.

XIII.

RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, CONSULTANT HEREBY RELEASES, RELINQUISHES, ACQUITS 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 CONSULTANT HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

XIV.

INSURANCE

Consultant 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:

Comprehensive General Liability (including Contractual liability):

Personal Injury and Accidental Death:	$1,000,000 per person $1,000,000 per occurrence
Property Damage:	$250,000 per occurrence
Workers' Compensation:	Statutory limits

The Workers' Compensation coverage provided by Consultant shall inure to the benefit of employees injured during the course and scope of their employment by Consultant pursuant to this Agreement. All insurance required pursuant to this Agreement shall name the City as an additional insured except Workers' Compensation. All insurance coverage and City's status as an additional insured and the waivers of subrogation, as appropriate, shall be evidenced by one or more certificate(s) of insurance provided to City upon signing of this Agreement. City shall be provided the notice by Consultant's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

XV.

THIRD-PARTY BENEFICIARY

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

XVI.

ASSIGNMENT

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

In witness whereof, the duly authorized undersigned officials have executed this Agreement on the day and year first written above.

CITY OF MIDLAND, TEXAS

By_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

COM AQUATICS, INCORPORATED

By_____
Brad Swendig, President

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of COM Aquatics, Incorporated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

_____
Notary Public, State of _____

City of Midland
Office Memorandum

DATE: 9/10/2013

TO: The Honorable Mayor and City Council Members

FROM: Amy Turner, City Secretary

SUBJECT: Consider a resolution authorizing a contract with the Downtown Midland Management District in the amount of $50,000 to promote tourism and the hotel industry in Midland.

The proposed resolution authorizes the Mayor to execute a contract with the Downtown Midland Management District. The funding was approved with the adoption of the Fiscal Year 2013-2014 operating budget on August 26, 2013.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE DOWNTOWN MIDLAND MANAGEMENT DISTRICT TO PROMOTE TOURISM AND THE CONVENTION AND HOTEL INDUSTRY IN DOWNTOWN MIDLAND; CITY TO AWARD THE SUM OF $50,000.00 FROM HOTEL/MOTEL FUNDS

WHEREAS, the Council finds it to be in the public interest to enter into a contract with the Downtown Midland Management District ("DMMD") wherein the City grants to the DMMD $50,000.00 for their efforts in promoting tourism and the convention and hotel industry in Midland, Texas;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a contract with the DMMD wherein the City grants to the DMMD $50,000.00 for their efforts in promoting tourism and the convention and hotel industry in Downtown Midland, said contract being attached hereto as Exhibit "A" and incorporated herein for all legal purposes.

SECTION TWO. That the City Treasurer is hereby authorized and directed to pay the Downtown Midland Management District pursuant to the terms of said contract the sum of $50,000.00 from funds available in the Hotel/Motel Fund (090) Administration (005) Non-Departmental (0690) Miscellaneous (6990) budget account upon receipt of statement or invoice 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., 2013, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

AGREEMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

THIS AGREEMENT, made and effective this 11th day of September, 2013, between the City of Midland, Texas, a home rule municipal corporation, hereinafter called "City", and the Downtown Midland Management District, hereinafter called "District".

W I T N E S S E T H:

WHEREAS, the City levies a tax within the City upon the occupancy of any room or space furnished by any hotel or motel, and pursuant to the provisions of Tex. Tax Code Ann. §§ 351.101 - .107 (Vernon Supp. 2011), must use such tax revenues to encourage, promote and foster tourism and the convention and hotel industry in the City; and

WHEREAS, the District has for numerous years promoted, fostered, and otherwise advertised the City as a destination for tourism and conventions and as a result thereof has obtained certain knowledge and expertise in this particular area of endeavor; and

WHEREAS, it is the desire of the parties hereto to combine their efforts for the purpose of providing an effective economic development program for Midland's Hotel and or Motel industry and for the purpose of providing an effective program which would encourage, promote and foster tourism and the convention and hotel industry in Midland;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to each of the parties hereof, as well as the general citizenry of the City of Midland, Texas, the parties have agreed and do hereby agree as follows:

I.

ADVERTISING AND PROMOTION OF THE CITY OF MIDLAND

The City agrees to pay to the District, as compensation for promoting tourism and the convention and hotel industry in the City, the sum of $50,000.00. Such sum shall be paid in a lump sum by the City Treasurer upon statement or invoice approved by the City Manager. The District shall fund events only in Downtown Midland.

II.

INDEMNITY

DISTRICT WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF DISTRICT, its agents or employees, or any subcontractor, arising out of, or resulting from, District's use of, or activities on, the Agreement Premises, and District will be required to pay any judgment with costs which may be obtained against City or any of its officers, agents or employees, including reasonable attorney's fees.

DISTRICT SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH DISTRICT OR DISTRICT'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND DISTRICT WILL BE REQUIRED

TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

III.

INDEPENDENT CONTRACTOR

District shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of City. District shall have exclusive control of, and the exclusive right to control the details of the work to be performed hereunder and all personnel performing same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, volunteers, licensees, and invitees. In no event shall any person participating in or performing any of the District's duties or responsibilities hereunder be considered an officer, agent, servant, or employee of the City. Further, it is specifically understood and agreed that nothing in this contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. District shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The City does not have the power to direct the order in which the work is done. The City shall not have the right to control the means, methods or details of the District's work. District shall assume exclusive responsibility for the work. The District is entirely free to do the work in its own way.

IV.

BOOKS AND RECORDS

District shall provide to the City, on a monthly basis during the term of this agreement, reports and full documentation showing the expenditures made pursuant to this agreement and that such funds were used in accordance with Chapter 351 of the Texas Tax Code and only for the purposes stated in this agreement.

The District shall maintain books of account with correct entries of all expenditures which are made according to the terms of this agreement and of funds allocated from other sources. Any and all books of account of the District shall be at all times open to the inspection of the City or any of its officers or duly authorized agents. Upon such inspection, the City or its officers or agents shall be afforded the opportunity on premises to make photographic copies of any and all documentation relating to all books of account of the District, including, but not limited to, books of account relating to the disposition of funds provided by the City under this agreement.

The District shall maintain these books of account in Midland County for a period of three (3) years following the expiration of the term for which they are applicable.

V.

REPORTING

By the end of the seventh (7th) month of this agreement, District shall submit to the City Manager a reporting of its accomplishments and ongoing projects and programs for the first six (6) months of this agreement related to the services provided for in Section I of this agreement and established or begun in this term. District must comply fully with this provision to be eligible for funds for expenditures made through September 30, 2014.

In the event the District desires to extend the term of this agreement beyond its stated date of expiration pursuant to paragraph VI, a similar annual reporting shall be included with the submission and request for extension.

VI.

TERM OF AGREEMENT

The term of this agreement is for a period beginning on October 1, 2013, and ending on September 30, 2014.

District agrees that, in the event it desires to extend the term of this agreement beyond its stated date of expiration, it shall submit a written request for extension to the City Manager of the City of Midland at least 120 days prior to the current expiration date hereof

and that such submission shall include the District's anticipated budget, goals and objectives for the extended period as well as the annual report on accomplishments during the current term; provided however, that the City is under no duty or obligation to grant the requested extension, and that before any such extension becomes effective, it must be in writing as an amendment to this agreement and approved by the City Council of the City of Midland.

VII.

DEFAULT

If District shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than 30 days after the City has notified District in writing of District's default hereunder and District has failed to correct such default within said 30 days, then City may, at its option, immediately or at any time thereafter without demand or notice, cancel this agreement in its entirety. The waiver by City of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

VIII.

ASSIGNMENT

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

IX.

AMENDMENTS

This agreement may be amended by the mutual agreement of the parties hereto in writing to be attached hereto and incorporated into this agreement.

X.

ATTORNEY'S FEES

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

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

THE DISTRICT AND OWNER ARE RELYING ON THEIR OWN

JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

XI.

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.

XII.

SOVEREIGN IMMUNITY

By executing this agreement, the City is not waving 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.

XIII.

RELEASE

NOTWITHSTANDING ANY OTHER PROVISION HEREIN, DISTRICT HEREBY RELEASES, RELINQUISHES, ACQUITS 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 DISTRICT HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

XIV.

THIRD-PARTY BENEFICIARY

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

XV.

NOTICES AND CORRESPONDENCE

Payments and other correspondence or notices made pursuant to this Agreement shall be sent to the respective parties at the following addresses:

To the City of Midland, Texas:

Courtney Sharp,
City Manager
Midland City Hall
P.O. Box 1152
Midland, Texas 79702

To the Downtown Midland Management District:

Natalie Shelton,
Executive Director
Downtown Midland
Management District
109 North Main
Midland, Texas 79701

EXECUTED by the duly authorized officials of the City and the District as of the day and year first above written.

CITY OF MIDLAND, TEXAS

By _____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

DOWNTOWN MIDLAND
MANAGEMENT DISTRICT

By _____
W. L. "Scooter" Brown, Chairman

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared W. L. "SCOOTER" BROWN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the Downtown Midland Management District.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

_____
Notary Public, State of _____

City of Midland
Office Memorandum

DATE: 9/10/2013

TO: The Honorable Mayor and City Council Members

FROM: Amy Turner, City Secretary

SUBJECT: Consider a resolution authorizing a contract with the George W. Bush Childhood Home, Inc. in the amount of $12,000 to promote tourism and the hotel industry in Midland.

The proposed resolution authorizes the Mayor to execute a contract with George W. Bush Childhood Home, Inc. The funding was approved with the adoption of the Fiscal Year 2013-2014 operating budget on August 26, 2013.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE GEORGE W. BUSH CHILDHOOD HOME, INCORPORATED, TO PROMOTE TOURISM AND THE CONVENTION AND HOTEL INDUSTRY IN THE CITY OF MIDLAND

WHEREAS, the Council finds it to be in the public interest to authorize the execution of a contract with the George W. Bush Childhood Home, Inc., to promote tourism and the convention and hotel industry in the City of Midland;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a contract with the George W. Bush Childhood Home, Inc., to promote tourism and the convention and hotel industry in the City of Midland. Said contract to be in the form on file in the office of the City Secretary referenced by the date and number of this resolution.

SECTION TWO. That the City Treasurer is hereby authorized and directed to make payments to the George W. Bush Childhood Home, Inc., in the total amount of $12,000.00 from funds available in Fiscal Year 2013-2014 Budget Account 090 (Hotel/Motel) - 005 (Administration) - 0690 (Hotel/Motel) - 6990 (Miscellaneous), pursuant to the terms of said contract.

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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

_____
Robert McNaughton, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

CONTRACT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

This contract made and effective this 11th day of September, 2013, by and between the City of Midland, Texas, a home rule municipal corporation, hereinafter called "City," and George W. Bush Childhood Home, Incorporated, a Texas nonprofit corporation, hereinafter referred to as "Consultant" evidences the following:

WITNESSETH:

WHEREAS, Consultant and the City desire to promote tourism and the convention and hotel industry in the City; and

WHEREAS, Consultant provides a means for promoting said industries by sponsoring activities which draw visitors to Midland;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and mutual benefits which will accrue to each of the parties hereof, as well as the general citizenry of the City of Midland, Texas, the parties have agreed and do hereby agree as follows:

I.

TERM

This contract and its terms and conditions shall be in effect for a period beginning on October 1, 2013, and ending September 30, 2014. This contract may be amended or terminated by mutual agreement of both parties in writing upon thirty (30) days written notice.

II.

SERVICES

Consultant agrees to sponsor, advertise and promote the presidential history of the City of Midland.

III.

PAYMENT

City agrees to pay to the Consultant by the 10th day of each month of the term of this contract an amount equal to the invoices or statements submitted by Consultant for the previous month, and approved by the City Manager, not to exceed a total annual amount of $12,000.00. This money is to be utilized to promote tourism and the convention and hotel industry in the City of Midland.

In the event that this contract is renewed or extended for additional years, the amount of funds to be provided by the City to the Consultant shall be determined by the Midland City Council at the time said Council adopts the City's annual budget.

IV.

INDEMNITY

CONSULTANT WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CONSULTANT, its agents or employees, or any subcontractor, arising out of, or resulting from Consultant's use of, or activities on, the Agreement Premises, and Consultant will be required to pay any judgment with costs which may be obtained against City or any of its officers, agents or employees, including reasonable attorney's fees.

CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER

INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH CONSULTANT OR CONSULTANT'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND CONSULTANT WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

V.

OWNERSHIP OF DOCUMENTS

All reports, information, and other data prepared, assembled or received by Consultant pursuant to the services provided for in this agreement and other related documents or items shall remain the sole property of the Consultant.

VI.

RIGHT OF REVIEW

Consultant shall provide to the City on a quarterly basis during the term of this agreement a report and full documentation showing the disposition of the funds provided by the City under this agreement and that such funds were used only for the purposes stated in Paragraph II of this agreement. Said report shall be filed in the Office of the City Secretary not later than twenty (20) days following the end of the quarter for which the report is due. Any and all funds which remain unaccounted for or unspent at the end of the term of this agreement shall, at the City's direction, be returned to the City.

The Consultant shall not commingle funds received from the City with any other monies.

Consultant shall maintain books of account with correct entries of all expenditures of funds provided pursuant to this agreement. Any and all documentation relating to funds received pursuant to this agreement shall be at all times open to the inspection of the City or any of its officers or duly authorized agents. Upon such inspection, the City or its officers or agents shall be afforded the opportunity on premises to make photographic copies of any and all documentation relating to funds received pursuant to this agreement.

Consultant shall maintain these books of account in Midland County for a period of three (3) years following the expiration of the term for which they are applicable.

VII.

REPORTING

Consultant shall provide by the end of the seventh (7th) month of this agreement a reporting, in a manner consistent with the evaluation plan furnished in the funding application for the Fiscal Year 2013-2014, for the first six (6) months of this agreement, of its accomplishments and ongoing projects and programs related to the services provided for herein and made or begun in this term.

In the event Consultant desires to extend the term of this agreement beyond its stated date of expiration pursuant to paragraph I, a similar annual reporting shall be included with the submission and request for extension.

VIII.

ADDRESSES

For purposes of written notification as provided herein, all written notices to the City and to Consultant shall be addressed as follows:

City of Midland
City Manager
P. O. Box 1152
Midland, TX 79702

George W. Bush Childhood Home, Incorporated
Attn: Paul St. Hillaire
P.O. Box 8586
Midland, TX 79708

IX.

INDEPENDENT CONTRACTOR

The City and the Consultant by the execution of this contract do not change the independent status of Consultant. No term or provision hereof or act of Consultant in the performance of this contract shall be construed as making the Consultant the agent, servant, or employee of the City. Consultant is, and shall remain, an independent contractor with full, complete and exclusive authority to advise its own coordinator and staff and to determine the method of performance of the work covered hereby. The fact that the City or City's representative shall have the right to carry out the other prerogatives which are expressly reserved to and vested in the City or the City's representative hereunder, is not intended to and shall not at anytime change or affect the status of the Consultant as an independent contractor with respect to either the City or the City's representatives or to the support staff mentioned herein or to any other person, firm or corporation. It is further 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. Consultant shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The City does not have the power to direct the order in which the work is done. The City shall not have the right to control the means, methods or details of the

Consultant's work. The Consultant shall have exclusive responsibility for the work. Consultant is entirely free to the work in its own way.

X.

SOVEREIGN IMMUNITY

By executing this agreement, the City is not waving 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.

XI.

ATTORNEY'S FEES

BY EXECUTING THIS AGREEMENT, CONSULTANT AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE CONSULTANT SPECIFICALLY AGREES THAT IF THE CONSULTANT BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM

DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONSULTANT AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONSULTANT MIGHT OTHERWISE BE ENTITLED.

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

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

XII.

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.

XIII.

RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, CONSULTANT 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 CONSULTANT HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

XIV.

ASSIGNMENT

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

XV.

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.

IN WITNESS WHEREOF, the undersigned duly authorized officials hereby execute this agreement on the day and year first written above.

CITY OF MIDLAND, TEXAS

By_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

GEORGE W. BUSH CHILDHOOD HOME, INCORPORATED

By_____

Title_____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of George W. Bush Childhood Home, Incorporated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

_____
Notary Public, State of _____

City of Midland
Office Memorandum

DATE: 9/10/2013

TO: The Honorable Mayor and City Council Members

FROM: Amy Turner, City Secretary

SUBJECT: Consider a resolution authorizing a contract with the Midland Chamber of Commerce in the amount of $741,050 for the management of the Midland Center and Centennial Plaza.

The proposed resolution authorizes the Mayor to execute a contract with the Midland Chamber of Commerce. The funding was approved with the adoption of the Fiscal Year 2013-2014 operating budget on August 26, 2013.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE MIDLAND CHAMBER OF COMMERCE FOR THE MANAGEMENT OF THE MIDLAND CENTER AND CENTENNIAL PLAZA

WHEREAS, the Midland Chamber of Commerce has obtained certain knowledge and expertise in management of the Midland Center and Centennial Plaza; and

WHEREAS, the Council finds it to be in the public interest to enter into a contract with the Midland Chamber of Commerce for management of the Midland Center and Centennial Plaza;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a contract with the Midland Chamber of Commerce for the management of the Midland Center and Centennial Plaza. Said contract to be in the form on file in the office of the City Secretary referenced by the date and number of this resolution.

SECTION TWO. That the City Treasurer is hereby authorized and directed to pay the Midland Chamber of Commerce the sum of $741,050.00 from funds available in Fiscal Year 2013-2014 Budget Account 090 (Hotel/Motel Fund) - 005 (Administration) - 0691 (Midland Center/Centennial Plaza) - 6990 (Miscellaneous) pursuant to the terms of said contract.

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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

_____
Robert McNaughton, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

MANAGEMENT AND OPERATING AGREEMENT

This Agreement made and effective this 11th day of September, 2013, is between the City of Midland, Texas, a home rule municipal corporation, ("Owner"), and the Midland Chamber of Commerce, a Texas nonprofit corporation, ("Operator") for the management of the Midland Center.

WITNESSETH:

WHEREAS, the City levies a tax within the City upon the occupancy of any room or space furnished by any hotel or motel, and pursuant to the provisions of Tex. Tax Code Ann. §§ 351.101-.107 (Vernon Supp. 2006), must use such tax revenues to encourage, promote and foster tourism and the convention and hotel industry in the City; and

WHEREAS, the Operator has for numerous years promoted, fostered, and otherwise advertised the City as a destination for tourism and conventions and as a result has obtained certain knowledge and expertise in this particular area of endeavor; and

WHEREAS, it is the desire of the parties hereto to combine their efforts for the purpose of providing an effective program to attract convention delegates and tourists to Midland so as to encourage, promote and foster tourism and the convention and hotel industry;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to each of the parties hereof, as well as the general citizenry of the City of Midland, Texas, the parties have agreed and do hereby agree as follows:

I.

SERVICES TO BE PROVIDED

Operator agrees to undertake full possession, control, management and operation of the property and facilities used as a civic center and exhibition hall known as the Midland Center. Operator further agrees to undertake the management, operation, and promotion of the property used in conjunction with the Midland Center described as Lots 13 through 24, Block 54, Original Town Addition to the City of Midland, known as Centennial Plaza. For purposes of this Agreement, the Midland Center and Centennial Plaza will be referred to

collectively as the "Convention Facilities".

II.

TERM OF AGREEMENT

The term of this Agreement is for a period beginning on October 1, 2013, and ending on September 30, 2014.

Operator agrees that, in the event it desires to extend the term of this Agreement beyond its stated date of expiration, it shall submit a written request for extension to the City Manager of the City of Midland at least 90 days prior to the current expiration date hereof and that such submission shall include the operator's anticipated budget, goals and objectives for the extended period as well as the annual report on accomplishments during the current term; provided however, that the Owner is under no duty or obligation to grant the requested extension, and that before any such extension becomes effective, it must be in writing as an amendment to this agreement and approved by the City Council of the City of Midland.

III.

DUTIES OF OPERATOR

The Operator agrees to perform all services necessary for the care, protection, maintenance, and operation of the Convention Facilities, including the following:

A. Use all reasonable efforts to keep the Convention Facilities utilized by procuring occupants for and users of the Convention Facilities and negotiating and executing on its own behalf all agreements for use of the Convention Facilities in conjunction with the Operator's continuing efforts to promote, solicit and encourage the selection of Midland, Texas as the location for various conventions and business and civic meetings. The Operator shall have the right to cancel or amend any agreement with third parties for the use of the Convention Facilities without the written consent of the Owner. All agreements made by the Operator for the use of the Convention Facilities shall be fulfilled by the Owner in the event of termination of this Agreement.

B. Contract with Concessionaire(s) for services Operator wishes to provide for those

utilizing the Convention Facilities.

C. Collection of all rentals, use fees, concessions and the other income from the Convention Facilities and the payment of same over to Owner as hereinafter provided. Nothing herein contained shall constitute a guarantee by the Operator of the payment of rent or other fees by those using the Convention Facilities.

D. Maintenance of an office in the Midland Center and the administration of the salaries of all employees of the Operator who are engaged in the management and operation of the Convention Facilities, including a manager. The Operator shall administer all other costs in connection with the management and operation of the Operator's office, including telephone, facsimile, stationery, and similar expenses of the Operator.

E. Employment and discharge of all servants, employees or contractors engaged in the management and operation of the Convention Facilities.

F. Purchase of all equipment, tools, appliances, materials, supplies and uniforms necessary for the maintenance or operation of the Midland Center.

G. Contract for and supervise the making of all renovations, alterations, and decorations for the Convention Facilities; provided that the Operator shall not contract for any nonbudgeted renovation, alteration, or decoration exceeding Two Thousand Dollars ($2,000) without prior written approval of the Owner.

H. For purchases of capital assets, Operator shall comply with Chapter 252 of the Local Government Code which is incorporated herein by reference for all legal purposes. Accordingly, purchases of more than $3,000 but less than $15,000 can be made only after Operator has contacted two (2) "disadvantaged businesses" as such term is defined by the Code. Purchases requiring more than $15,000 can be made only after the Operator has complied with the procedures outlined in Chapter 252 for competitive sealed bidding or competitive sealed proposals. Operator shall comply with its own bid procedure approved by the Midland Center Advisory Board with regard to all other purchases.

I. Contract for all of the services and commodities necessary in the operation and maintenance of the Convention Facilities including water, gas and electricity and the administration of the payment for all such services.

J. Advertise the availability of the Convention Facilities and the active promotion of the use of said facilities through an active plan to promote, solicit, and encourage the selection of the Convention Facilities as the location for conventions and business and civic meetings.

K. Prepare and file all returns and other documents required under the Federal Insurance Contributions Act and the Federal Unemployment Tax Act, or any similar federal or state legislation, and of all withholding tax returns required for employees of the Operator engaged in the operation and management of the Convention Facilities, and the administration of payment of all amounts required to be paid under the Federal Insurance Contributions Act and the Federal Unemployment Tax Act, or any similar federal or state legislation, and all withholding taxes.

L. Comply with the requirements of Section 9-5-20 of the Midland City Code regarding possession and consumption of alcoholic beverages.

M. Obtain the advice and consent of the Midland Center Advisory Board created and appointed by the City Council of the City of Midland, and the Midland Chamber of Commerce, in connection with employment of personnel, preparation of an operating budget, determination of uses for which the Convention Facilities are made available, major repairs, rental rates and all matters of policy regarding the Convention Facilities.

IV.

COMPENSATION

Owner agrees to pay to Operator a sum of $61,754.17 per month during the term of this agreement, not to exceed a total annual sum of $741,050.00. Such monthly payments shall be paid by the owner to the Operator on or before the 10th day of each month for the

operation of the Convention Facilities as described in this Agreement. The amount just stated are merely budget estimates and are not intended to limit the amount Owner can pay Operator under this Agreement. At the end of the contract period, Operator shall provide invoices supporting expenditures made. Any amounts paid to Operator that do not have supporting invoices shall be reimbursed to the Owner. Water and electrical expenses incurred in maintaining Centennial Plaza, expenses incurred in making structural changes to the Convention Facilities, and unexpected expenses which were not contemplated by this agreement shall be paid directly or reimbursed by Owner upon invoice or statement and approval by the City Manager. Operator understands that all monies paid by Owner to Operator under this Agreement are derived from the tax revenues collected under the City hotel occupancy tax ordinance, and that the Owner has estimated said tax revenues to be collected during the term of this Agreement in its budget for the fiscal year 2013-2014. If the tax revenues actually collected by the Owner during any calendar quarter as set forth in the City hotel occupancy tax ordinance falls below the estimated tax revenues to be collected during such calendar quarter the City budget for the fiscal year 2013-2014 by 8 percent or more, then the Owner shall have the right to reduce the above described payments to the Operator, upon 30 days notice to the Operator, by the same percentage that such tax revenues actually collected were less than the said estimate of tax revenues to be received.

V.

INDEMNITY

OPERATOR WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND OWNER AND ALL OF OWNER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY

NEGLIGENT ACT OF OPERATOR, its agents or employees, or any subcontractor, arising out of, or resulting from Operator's use of, or activities on, the Agreement Premises, and Operator will be required to pay any judgment with costs which may be obtained against Owner or any of its officers, agents or employees, including reasonable attorney's fees.

OPERATOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND OWNER AND ALL OWNER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF OWNER, 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 OPERATOR OR OPERATOR'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND OPERATOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST OWNER OR ANY OF OWNER'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES

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VI.

INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Operator 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 Operator 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 Owner and Operator, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Operator. No person performing any of the work and services described hereunder by Operator 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. Operator 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 Operator's work. Operator shall assume exclusive responsibility for the work. Operator is entirely free to do the work in its own way.

VII.

BOOKS AND RECORDS

Operator shall maintain books of account with correct entries of all receipts collected and expenditures made according to the terms of this Agreement and of funds allocated from other sources. Operator shall also keep canceled checks, vouchers, invoices and all other supporting documentation covering all items of income and expense related to the management and operation of the Convention Facilities. Any and all books of account of Operator and supporting documentation shall be at all times open to the inspection of the Owner or any of its officers or duly authorized agents. Upon such inspection, the owner or its officers or agents shall be afforded the opportunity on premises to make photographic copies of any and all documentation of books of account, including but not limited to statements of account relating to the disposition of funds provided by the Owner under this

Agreement and funds allocated from other sources.

Operator shall maintain these books of account in Midland County for a period of three (3) years following the expiration of the term for which they are applicable.

VIII.

QUARTERLY REPORTING

Operator shall provide, on a quarterly basis during the term of this Agreement, reports and full documentation showing the expenditures made and receipts collected pursuant to this Agreement and, with regard to funds expended, that they were used only for the purposes stated in this Agreement. This report shall also reflect Operator's accomplishments, ongoing projects, and programs related to the services provided for herein for the quarter just completed. Said reporting shall be in a form consistent with the evaluation plan furnished in the Operator's funding application for fiscal year 2013-2014. This report shall be filed with the City Manager no later than thirty (30) days following the last day of the quarter for which the report is due.

IX.

RECEIPTS

All sums received by Operator from the use and operation of the Convention Facilities shall be deposited weekly with the Owner. In conjunction with its deposit, Operator shall also provide Owner with documentation summarizing the revenue activity for the preceding week.

X.

INSPECTION

Owner agrees to conduct a "walk-through" of the Convention Facilities twice a year in the months of September and March. The "walk-through" shall consist of an inspection of the structure and grounds of the Convention Facilities to determine if there is a need for maintenance and repair of the Convention Facilities.

XI.

INSURANCE

A. The Operator shall procure and maintain comprehensive general liability insurance which covers the Operator and names the Owner as an additional insured and waives all rights of subrogation in favor of the Owner. Said insurance shall protect Owner and Operator against any and all liability for death, personal injury, and accidental death, loss or damage arising out of or connected with the condition, occupation, or use of the Convention Facilities by Operator, its employees, agents, contractors, licensees, invitees, sublessees, and guests. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Operator and approved by Owner. The insurance provided pursuant to this section shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence.

B. In the event Operator sells, furnishes, or allows to be consumed any alcoholic beverages in or on the Convention Facilities, Operator shall procure and maintain legal liquor liability insurance covering Owner and Operator for liability for property damage and personal injury or require that the same be provided and kept in force. Such insurance shall be kept in force at all times when alcoholic beverages are sold, furnished, or consumed in or on the Convention Facilities. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas approved by Operator. The Owner shall be named as an additional insured with Operator on all such insurance policies and all rights of subrogation shall be waived in favor of the Owner on all such policies. The insurance provided pursuant to this section shall be for not less than the amount of $1,000,000.00 combined single limit, per occurrence. This insurance shall protect Owner and Operator against liability to any person or persons whose property damage or personal injury arises out of or in connection with the use or consumption of alcoholic beverages which are sold, furnished, or consumed in or on the Convention Facilities.

C. Operator shall carry worker's compensation insurance in the amount required by law. Such insurance shall waive all rights of subrogation in favor of the Owner.

D. Operator must require any subcontractor with which it contracts to procure and carry at its expense, throughout the term of that contract, a policy of public liability insurance with limits of not less than $100,000.00 per person and $300,000.00 for each single occurrence for bodily injury or death, and $100,000.00 for each single occurrence for injury to or destruction of property. The Owner and Operator shall be listed on this policy as additional insured. Such policy shall waive all rights of subrogation in favor of the Owner.

XII.

CERTIFICATES OF INSURANCE

A. Operator shall furnish Owner with certificates of all insurance required by this Agreement. Operator agrees that if it does not keep this insurance in full force and effect as required by this Agreement, Owner may notify Operator of this failure, and if Operator does not deliver to Owner certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, Owner may, at its option, take out and/or pay the premiums on the insurance needed to fulfill Operator's obligations under the provisions of this Agreement. Upon demand from Owner, Operator shall reimburse Owner the full amount of any insurance premiums paid by Owner pursuant to this section, with interest at the rate of 10 percent per annum from the date of Owner's demand until reimbursement by Operator.

B. Before alcoholic beverages may be sold, furnished, or consumed in Centennial Plaza, Operator must submit a certificate of insurance to Owner's legal department for approval. The certificate must show that all requirements of Section XI, paragraph (B) of this Agreement have been met.

XIII.

EXCLUSIVE AGREEMENT

The Owner, during the term of this Agreement, shall not authorize any other person, firm, or corporation to negotiate or act as manager or operator with respect to any use of the Convention Facilities. The Owner will keep the Operator informed concerning inquiries for space or availability of the Convention Facilities by any person, firm or corporation. The Operator shall display within the Convention Facilities suitable signs to the effect that the Operator is the managing agent and operator of the Convention Facilities.

XIV.

NONDISCRIMINATION

The Operator, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the premises that (1) no person on the ground of race, color, national origin, or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of said Convention Facilities, and (2) that in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

XV.

INSOLVENCY

If, at any time during the term of this Agreement, there shall be filed by or against Operator in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Operator's property or if Operator makes an assignment for the benefit of creditors, this Agreement, at the option of the Owner, may be canceled and terminated in which event neither Operator nor any person claiming through or under Operator by virtue of any statute or of an order of any court shall be entitled to possession of the premises covered hereby but shall forthwith quit and surrender the premises.

XVI.

DEFAULT

If Operator shall fail or neglect to go or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than 30 days after the Owner has notified Operator in writing of Operator's default hereunder and Operator has failed to correct such default within said 30 days, then Owner may, at its option, immediately or at any time thereafter without demand or notice, cancel this Agreement in its entirety. The waiver by Owner of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition or covenant.

XVII.

ASSIGNMENT

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

XVIII.

AMENDMENTS

This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached hereto and incorporated into this Agreement.

XIX.

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

XX.

ATTORNEY'S FEES

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

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

XXI.

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.

XXII.

RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, RELINQUISHES, ACQUITS 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 OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR OWNER'S NEGLIGENCE.

XXIII.

THIRD-PARTY BENEFICIARY

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

EXECUTED by the duly authorized officials of the Owner and the Operator as of the day and year first above written.

CITY OF MIDLAND, TEXAS

By_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

MIDLAND CHAMBER OF COMMERCE

By _____

Title_____

ATTEST:

_____
Corporate Secretary

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the Midland Chamber of Commerce.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of _____, 2013.

_____
Notary Public, State of _____

City of Midland
Office Memorandum

DATE: 9/10/2013

TO: The Honorable Mayor and City Council Members

FROM: Amy Turner, City Secretary

SUBJECT: Consider a resolution authorizing a contract with the Midland Soccer Association in the amount of $20,000 to promote tourism and the hotel industry in Midland.

The proposed resolution authorizes the Mayor to execute a contract with Midland Soccer Association. The funding was approved with the adoption of the Fiscal Year 2013-2014 operating budget on August 26, 2013.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE MIDLAND SOCCER ASSOCIATION FOR THE PROMOTION AND SOLICITATION OF SOCCER ACTIVITIES

WHEREAS, the Council finds it to be in the public interest to authorize the execution of a contract with the Midland Soccer Association ("MSA") for the promotion and solicitation of soccer activities;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a contract with MSA for the promotion and solicitation of soccer activities, said contract being on file in the City Secretary's office referenced by the number and date of this resolution.

SECTION TWO. That the City Treasurer is hereby authorized and directed to make payments to MSA in the total amount of $20,000.00 from funds available in Fiscal Year 2013-2014 Budget Account 090 (Hotel/Motel) - 005 (Administration) - 0690 (Hotel/Motel) - 6990 (Miscellaneous), pursuant to the terms of said contract.

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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

_____
Robert McNaughton, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

CONTRACT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

This contract made and effective this 11th day of September, 2013, by and between the City of Midland, Texas, a home rule municipal corporation, hereinafter called "City," and Midland Soccer Association, hereinafter referred to as "Consultant" evidences the following:

WITNESSETH:

WHEREAS, Consultant and the City desire to promote soccer activities in Midland; and

WHEREAS, Consultant has special knowledge and expertise in promoting such activities;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and mutual benefits which will accrue to each of the parties hereof, as well as the general citizenry of the City of Midland, Texas, the parties have agreed and do hereby agree as follows:

I.
TERM

This contract and its terms and conditions shall be in effect for a period beginning on October 1, 2013, and ending September 30, 2014. This contract may be amended or terminated by mutual agreement of both parties in writing upon thirty (30) days written notice.

II.
SERVICES

Consultant agrees to advertise, promote, and solicit soccer activities in the City.

III.
PAYMENT

City agrees to pay to the Consultant by the 10th day after execution of this contract the amount of Twenty Thousand Dollars ($20,000.00). This money is to be utilized to

advertise, promote and solicit soccer activities in the City. In the event that this contract is renewed or extended for additional years, the amount of funds to be provided by the City to the Consultant shall be determined by the Midland City Council at the time said Council adopts the City's annual budget.

IV.

INDEMNITY

CONSULTANT WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CONSULTANT, its agents or employees, or any subcontractor, arising out of, or resulting from Consultant's use of, or activities on, the Agreement Premises, and Consultant will be required to pay any judgment with costs which may be obtained against City or any of its officers, agents or employees, including reasonable attorney's fees.

CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND

CONCURRENTLY WITH CONSULTANT OR CONSULTANT'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND CONSULTANT WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

V.

OWNERSHIP OF DOCUMENTS

All reports, information, and other data prepared, assembled or received by Consultant pursuant to the services provided for in this Contract and other related documents or items shall remain the sole property of the Consultant.

VI.

RIGHT OF REVIEW

Consultant shall provide to the City on a quarterly basis during the term of this Contract a report and full documentation showing the disposition of the funds provided by the City under this Contract and that such funds were used only for the purposes stated in Paragraph II of this Contract. Said report shall be filed in the Office of the City Secretary not later than twenty (20) days following the end of the quarter for which the report is due. Any and all funds which remain unaccounted for or unspent at the end of the term of this Contract shall, at the City's direction, be returned to the City.

The Consultant shall not commingle funds received from the City with any other monies.

Consultant shall maintain books of account with correct entries of all expenditures of funds provided pursuant to this Contract. Any and all documentation relating to funds received pursuant to this Contract shall be at all times open to the inspection of the City or any of its officers or duly authorized agents. Upon such inspection, the City or its officers or agents shall be afforded the opportunity on premises to make photographic copies of any

and all documentation relating to funds received pursuant to this Contract.

Consultant shall maintain these books of account in Midland County for a period of three (3) years following the expiration of the term for which they are applicable.

VII.

REPORTING

Consultant shall provide by the end of the seventh (7th) month of this Contract a reporting, in a manner consistent with the evaluation plan furnished in the funding application for the fiscal year 2013-2014, for the first six (6) months of this Contract, of its accomplishments and ongoing projects and programs related to the services provided for herein and made or begun in this term.

In the event Consultant desires to extend the term of this Contract beyond its stated date of expiration pursuant to paragraph I, a similar annual reporting shall be included with the submission and request for extension.

VIII.

ADDRESSES

For purposes of written notification as provided herein, all written notices to the City and to Consultant shall be addressed as follows:

City of Midland
City Manager
P. O. Box 1152
Midland, TX 79702

Midland Soccer Association
1405 W. Illinois
Midland, Texas 79701

IX.

INDEPENDENT CONTRACTOR

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

X.

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.

XI.

ATTORNEY'S FEES

BY EXECUTING THIS AGREEMENT, CONSULTANT AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE

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

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

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

XII.

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.

XIII.

RELEASE

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, CONSULTANT HEREBY RELEASES, RELINQUISHES, ACQUITS 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 CONSULTANT HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

XIV.

INSURANCE

Consultant 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:

Comprehensive General Liability (including Contractual liability):

Personal Injury	$1,000,000 per person
and Accidental Death:	$1,000,000 per occurrence
Property Damage:	$250,000 per occurrence

All insurance required pursuant to this Contract shall name the City as an additional insured and shall provide for a waiver of subrogation as to the City. All insurance coverage and City's status as an additional insured and the waivers of subrogation, as appropriate, shall be evidenced by one or more certificate(s) of insurance provided to City upon signing of this

Contract. City shall be provided the notice by Consultant's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

XV.

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.

XVI.

ASSIGNMENT

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

In witness whereof, the undersigned official have executed this Contract on the day and year first written above.

CITY OF MIDLAND, TEXAS

By_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

MIDLAND SOCCER ASSOCIATION

By_____

Title _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the Midland Soccer Association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

_____
Notary Public, State of _____

City of Midland
Office Memorandum

DATE: 9/10/2013

TO: The Honorable Mayor and City Council Members

FROM: Amy Turner, City Secretary

SUBJECT: Consider a resolution authorizing a contract with the Midland Softball Association in the amount of $126,850 to promote tourism and the hotel industry in Midland.

The proposed resolution authorizes the Mayor to execute a contract with Midland Softball Association . The funding was approved with the adoption of the Fiscal Year 2013-2014 operating budget on August 26, 2013.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE MIDLAND SOFTBALL ASSOCIATION FOR THE PROMOTION AND SOLICITATION OF UNITED STATES SPECIALTY SPORTS ASSOCIATION (USSSA) ACTIVITIES

WHEREAS, the Council finds it to be in the public interest to authorize the execution of a contract with the Midland Softball Association ("MSA") for the promotion and solicitation of USSSA activities;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a contract with MSA for the promotion and solicitation of softball activities, said contract being on file in the City Secretary's office referenced by the number and date of this resolution.

SECTION TWO. That the City Treasurer is hereby authorized and directed to make payments to MSA in the total amount of $126,850.00 from funds available in Fiscal Year 2013-2014 Budget Account 090 (Hotel/Motel) - 005 (Administration) - 0690 (Hotel/Motel) - 6990 (Miscellaneous), pursuant to the terms of said contract.

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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

_____
Robert McNaughton, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

CONTRACT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

This contract made and effective this 11th day of September, 2013, by and between the City of Midland, Texas, a home rule municipal corporation, hereinafter called "City," and Midland Softball Association, hereinafter referred to as "Consultant" evidences the following:

WITNESSETH:

WHEREAS, Consultant and the City desire to promote United States Sports Specialty Association activities in Midland; and

WHEREAS, Consultant has special knowledge and expertise in promoting such activities;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and mutual benefits which will accrue to each of the parties hereof, as well as the general citizenry of the City of Midland, Texas, the parties have agreed and do hereby agree as follows:

I.
TERM

This contract and its terms and conditions shall be in effect for a period beginning on October 1, 2013, and ending September 30, 2014. This contract may be amended or terminated by mutual agreement of both parties in writing upon thirty (30) days written notice.

II.
SERVICES

Consultant agrees to advertise, promote, and solicit softball activities in the City.

III.
PAYMENT

City agrees to pay to the Consultant by the 10th day after execution of this contract the amount of One Hundred Twenty Six Thousand, Eight-Hundred and Fifty Dollars ($126,850.00). This money is to be utilized to advertise, promote and solicit softball activities in the City. In the event that this contract is renewed or extended for additional years, the amount of funds to be provided by the City to the Consultant shall be determined by the Midland City Council at the time said Council adopts the City's annual budget.

IV.

INDEMNITY

CONSULTANT WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CONSULTANT, its agents or employees, or any subcontractor, arising out of, or resulting from Consultant's use of, or activities on, the Agreement Premises, and Consultant will be required to pay any judgment with costs which may be obtained against City or any of its officers, agents or employees, including reasonable attorney's fees.

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

V.

OWNERSHIP OF DOCUMENTS

All reports, information, and other data prepared, assembled or received by Consultant pursuant to the services provided for in this Contract and other related documents or items shall remain the sole property of the Consultant.

VI.

RIGHT OF REVIEW

Consultant shall provide to the City on a quarterly basis during the term of this Contract a report and full documentation showing the disposition of the funds provided by

the City under this Contract and that such funds were used only for the purposes stated in Paragraph II of this Contract. Said report shall be filed in the Office of the City Secretary not later than twenty (20) days following the end of the quarter for which the report is due. Any and all funds which remain unaccounted for or unspent at the end of the term of this Contract shall, at the City's direction, be returned to the City.

The Consultant shall not commingle funds received from the City with any other monies.

Consultant shall maintain books of account with correct entries of all expenditures of funds provided pursuant to this Contract. Any and all documentation relating to funds received pursuant to this Contract shall be at all times open to the inspection of the City or any of its officers or duly authorized agents. Upon such inspection, the City or its officers or agents shall be afforded the opportunity on premises to make photographic copies of any and all documentation relating to funds received pursuant to this Contract.

Consultant shall maintain these books of account in Midland County for a period of three (3) years following the expiration of the term for which they are applicable.

VII.
REPORTING

Consultant shall provide by the end of the twelfth (12th) month of this Contract a reporting, in a manner consistent with the evaluation plan furnished in the funding application for the fiscal year 2013-2014 of its accomplishments and ongoing projects and programs related to the services provided for herein and made or begun in this term.

In the event Consultant desires to extend the term of this Contract beyond its stated date of expiration pursuant to paragraph I, a similar annual reporting shall be included with the submission and request for extension.

VIII.
ADDRESSES

For purposes of written notification as provided herein, all written notices to the City and to Consultant shall be addressed as follows:

City of Midland
City Manager
P. O. Box 1152
Midland, TX 79702

Midland Softball Association
P.O. Box 2862
Midland, Texas 79702

IX.

INDEPENDENT CONTRACTOR

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

X.

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.

XI.

ATTORNEY'S FEES

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

TEXAS LOCAL GOVERNMENT CODE, THE CONSULTANT AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONSULTANT MIGHT OTHERWISE BE ENTITLED.

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

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

XII.

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.

XIII.

RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, CONSULTANT HEREBY RELEASES, RELINQUISHES, ACQUITS 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 CONSULTANT HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

XIV.

INSURANCE

Consultant 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:

Comprehensive General Liability (including Contractual liability):

Personal Injury and Accidental Death:	$1,000,000 per person $1,000,000 per occurrence
Property Damage:	$250,000 per occurrence

All insurance required pursuant to this Contract shall name the City as an additional insured and shall provide for a waiver of subrogation as to the City. All insurance coverage and City's status as an additional insured and the waivers of subrogation, as appropriate, shall be evidenced by one or more certificate(s) of insurance provided to City upon signing of this Contract. City shall be provided the notice by Consultant's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

XV.

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.

XVI.

ASSIGNMENT

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

In witness whereof, the undersigned has set its hand and seal on this the _____day

of _____, 2013.

CITY OF MIDLAND, TEXAS

By_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

MIDLAND SOFTBALL ASSOCIATION

By_____

Title _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the Midland Softball Association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

_____
Notary Public, State of _____

City of Midland
Office Memorandum

DATE: 9/10/2013

TO: The Honorable Mayor and City Council Members

FROM: Amy Turner, City Secretary

SUBJECT: Consider a resolution authorizing a contract with the Museum of the Southwest in the amount of $35,000 to promote tourism and the hotel industry in Midland.

The proposed resolution authorizes the Mayor to execute a contract with Museum of the Southwest . The funding was approved with the adoption of the Fiscal Year 2013-2014 operating budget on August 26, 2013.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE MUSEUM OF THE SOUTHWEST TO PROMOTE TOURISM AND THE CONVENTION AND HOTEL INDUSTRY IN THE CITY OF MIDLAND

WHEREAS, the Council finds it to be in the public interest to authorize the execution of a contract with the Museum of the Southwest to promote tourism and the convention and hotel industry in the City of Midland;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a contract with the Museum of the Southwest to promote tourism and the convention and hotel industry in the City of Midland. Said contract to be in the form on file in the office of the City Secretary referenced by the date and number of this resolution.

SECTION TWO. That the City Treasurer is hereby authorized and directed to make payments to the Museum of the Southwest in the total amount of Thirty Five Thousand Dollars ($35,000.00) from funds available in Fiscal Year 2013-2014 Budget Account 090 (Hotel/Motel) - 005 (Administration) - 0690 (Hotel/Motel) - 6990 (Miscellaneous), pursuant to the terms of said contract.

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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

_____
Robert McNaughton, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

CONTRACT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

This contract made and effective this 11th day of September, 2013, by and between the City of Midland, Texas, a home rule municipal corporation, hereinafter called "City," and Museum of the Southwest, a Texas nonprofit corporation, hereinafter referred to as "Consultant" evidences the following:

WITNESSETH:

WHEREAS, Consultant and the City desire to promote tourism and the convention and hotel industry in the City; and

WHEREAS, Consultant provides a means for promoting said industries by sponsoring activities which draw visitors to Midland;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and mutual benefits which will accrue to each of the parties hereof, as well as the general citizenry of the City of Midland, Texas, the parties have agreed and do hereby agree as follows:

I.

TERM

This contract and its terms and conditions shall be in effect for a period beginning on October 1, 2013, and ending September 30, 2014. This contract may be amended or terminated by mutual agreement of both parties in writing upon thirty (30) days written notice.

II.

SERVICES

Consultant agrees to sponsor, advertise and promote art, history and cultural activities in the City of Midland. Such activities shall include, but are not limited to, events such as Septemberfest and promotional projects. Consultant will produce and distribute promotional brochures for area attractions.

III.

PAYMENT

City agrees to pay to the Consultant by the 10th day of each month of the term of this contract an amount equal to the invoices or statements submitted by Consultant for the previous month, and approved by the City Manager in his sole discretion, not to exceed a total amount of $35,000.00. This money is to be utilized to promote tourism and the convention and hotel industry in the City of Midland.

IV.

INDEMNITY

CONSULTANT WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CONSULTANT, its agents or employees, or any subcontractor, arising out of, or resulting from Consultant's use of, or activities on, the Agreement Premises, and Consultant will be required to pay any judgment with costs which may be obtained against City or any of its officers, agents or employees, including reasonable attorney's fees.

CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY

NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH CONSULTANT OR CONSULTANT'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND CONSULTANT WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

V.

OWNERSHIP OF DOCUMENTS

All reports, information, and other data prepared, assembled or received by Consultant pursuant to the services provided for in this Contract and other related documents or items shall remain the sole property of the Consultant.

VI.

RIGHT OF REVIEW

Consultant shall provide to the City on a quarterly basis during the term of this Contract a report and full documentation showing the disposition of the funds provided by the City under this Contract and that such funds were used only for the purposes stated in Paragraph II of this Contract. Said report shall be filed in the Office of the City Secretary not later than twenty (20) days following the end of the quarter for which the report is due. Any and all funds which remain unaccounted for or unspent at the end of the term of this Contract shall, at the City's direction, be returned to the City.

The Consultant shall not commingle funds received from the City with any other monies.

Consultant shall maintain books of account with correct entries of all expenditures of funds provided pursuant to this Contract. Any and all documentation relating to funds received pursuant to this Contract shall be at all times open to the inspection of the City or any of its officers or duly authorized agents. Upon such inspection, the City or its officers or agents shall be afforded the opportunity on premises to make photographic copies of any and all documentation relating to funds received pursuant to this Contract.

Consultant shall maintain these books of account in Midland County for a period of three (3) years following the expiration of the term for which they are applicable.

VII.

REPORTING

Consultant shall provide by the end of the seventh (7th) month of this Contract a reporting, in a manner consistent with the evaluation plan furnished in the funding application for the fiscal year 2013-2014, for the first six (6) months of this Contract, of its accomplishments and ongoing projects and programs related to the services provided for herein and made or begun in this term.

In the event Consultant desires to extend the term of this Contract beyond its stated date of expiration pursuant to paragraph I, a similar annual reporting shall be included with the submission and request for extension.

VIII.

ADDRESSES

For purposes of written notification as provided herein, all written notices to the City and to Consultant shall be addressed as follows:

City of Midland
City Manager
P. O. Box 1152
Midland, TX 79702

Museum of the Southwest
1705 West Missouri
Midland, TX 79701-6516

IX.

INDEPENDENT CONTRACTOR

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

X.

SOVEREIGN IMMUNITY

By executing this Contract, the City is not waving 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.

XI.

ATTORNEY'S FEES

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

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

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

XII.

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.

XIII.

RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, CONSULTANT HEREBY RELEASES, RELINQUISHES, ACQUITS 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 CONSULTANT HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

XIV.

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.

XV.

ASSIGNMENT

Consultant shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the

City. The issue on whether or not to grant consent to an assignment is in the sole discretion of the City.

In witness whereof, the undersigned has set its hand and seal on this the _____ day of _____, 2013.

CITY OF MIDLAND, TEXAS

By_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

MUSEUM OF THE SOUTHWEST

By_____
Director

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of Museum of the Southwest.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

_____
Notary Public, State of _____

City of Midland
Office Memorandum

DATE: 9/10/2013

TO: The Honorable Mayor and City Council Members

FROM: Amy Turner, City Secretary

SUBJECT: Consider a resolution authorizing a contract with the Permian Basin Petroleum Museum in the amount of $20,916 to promote tourism and the hotel industry in Midland.

The proposed resolution authorizes the Mayor to execute a contract with Permian Basin Petroleum Museum. The funding was approved with the adoption of the Fiscal Year 2013-2014 operating budget on August 26, 2013.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE PERMIAN BASIN PETROLEUM MUSEUM, LIBRARY AND HALL OF FAME, INCORPORATED, FOR ADVERTISING, PROMOTION AND SOLICITATION OF OIL INDUSTRY ACTIVITIES IN THE CITY OF MIDLAND

WHEREAS, the Council finds it to be in the public interest to authorize the execution of a contract with the Permian Basin Petroleum Museum, Library and Hall of Fame, Inc., for advertising, promotion and solicitation of oil industry activities in the City of Midland;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a contract with the Permian Basin Petroleum Museum, Library and Hall of Fame, Inc., for advertising, promotion and solicitation of oil industry activities in the City of Midland. Said contract to be in the form on file in the office of the City Secretary referenced by the date and number of this resolution.

SECTION TWO. That the City Treasurer is hereby authorized and directed to make payments to the Permian Basin Petroleum Museum, Library and Hall of Fame, Inc., in the total amount of $20,916.00 from funds available in Fiscal Year 2013-2014 Budget Account 090 (Hotel/Motel) - 005 (Administration) - 0690 (Hotel/Motel) - 6990 (Miscellaneous), pursuant to the terms of said contract.

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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

_____
Robert McNaughton, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

CONTRACT

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF MIDLAND §

This contract made and effective this 11th day of September, 2013, by and between the City of Midland, Texas, a home rule municipal corporation, hereinafter called "City," and the Permian Basin Petroleum Museum, Library and Hall of Fame, Incorporated, a Texas nonprofit corporation, hereinafter referred to as "Consultant" evidences the following:

WITNESSETH:

WHEREAS, Consultant and the City desire to promote oil industry activities in Midland; and

WHEREAS, Consultant has special knowledge and expertise in promoting such activities;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and mutual benefits which will accrue to each of the parties hereof, as well as the general citizenry of the City of Midland, Texas, the parties have agreed and do hereby agree as follows:

I.
TERM

This contract and its terms and conditions shall be in effect for a period beginning on October 1, 2013, and ending September 30, 2014. This contract may be amended or terminated by mutual agreement of both parties in writing upon thirty (30) days written notice.

II.
SERVICES

Consultant agrees to advertise, promote, and solicit oil industry activities in the City.

III.

PAYMENT

City agrees to pay to the Consultant by the 10th day after execution of this contract the amount of $20,916.00. This money shall be paid based on invoices or statements received from Consultant and approved by the City Manager. Such money is to be utilized to advertise, promote and solicit oil industry activities in the City.

In the event that this contract is renewed or extended for additional years, the amount of funds to be provided by the City to the Consultant shall be determined by the Midland City Council at the time said Council adopts the City's annual budget.

IV.

INDEMNITY

CONSULTANT WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CONSULTANT, its agents or employees, or any subcontractor, arising out of, or resulting from Consultant's use of, or activities on, the Agreement Premises, and Consultant will be required to pay any judgment with costs which may be obtained against City or any of its officers, agents or employees, including reasonable attorney's fees.

CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON

ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH CONSULTANT OR CONSULTANT'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND CONSULTANT WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

V.

OWNERSHIP OF DOCUMENTS

All reports, information, and other data prepared, assembled or received by Consultant pursuant to the services provided for in this agreement and other related documents or items shall remain the sole property of the Consultant.

VI.

RIGHT OF REVIEW

Consultant shall provide to the City on a quarterly basis during the term of this agreement a report and full documentation showing the disposition of the funds provided by the City under this agreement and that such funds were used only for the purposes stated in Paragraph II of this agreement. Said report shall be filed in the Office of the City Secretary not later than twenty (20) days following the end of the quarter for which the report is due. Any and all funds which remain unaccounted for or unspent at the end of the term of this agreement shall, at the City's direction, be returned to the City.

The Consultant shall not commingle funds received from the City with any other monies.

Consultant shall maintain books of account with correct entries of all expenditures of funds provided pursuant to this agreement. Any and all documentation relating to funds received pursuant to this agreement shall be at all times open to the inspection of the City or any of its officers or duly authorized agents. Upon such inspection, the City or its officers or agents shall be afforded the opportunity on premises to make photographic copies of any and all documentation relating to funds received pursuant to this agreement.

Consultant shall maintain these books of account in Midland County for a period of three (3) years following the expiration of the term for which they are applicable.

VII.

REPORTING

Consultant shall provide by the end of the seventh (7th) month of this agreement a reporting, in a manner consistent with the evaluation plan furnished in the funding application for the Fiscal Year 2013-2014, for the first six (6) months of this agreement, of its accomplishments and ongoing projects and programs related to the services provided for herein and made or begun in this term.

In the event Consultant desires to extend the term of this agreement beyond its stated date of expiration pursuant to paragraph I, a similar annual reporting shall be included with the submission and request for extension.

VIII.

ADDRESSES

For purposes of written notification as provided herein, all written notices to the City and to Consultant shall be addressed as follows:

City of Midland
City Manager
P. O. Box 1152
Midland, TX 79702

Permian Basin Petroleum Museum, Library and Hall of Fame, Incorporated
1500 Interstate 20 West
Midland, TX 79701

IX.

INDEPENDENT CONTRACTOR

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

X.

SOVEREIGN IMMUNITY

By executing this agreement, the City is not waving 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.

XI.

ATTORNEY'S FEES

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

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

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

XII.

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.

XIII.

RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, CONSULTANT HEREBY RELEASES, RELINQUISHES, ACQUITS 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 CONSULTANT HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

XIV.

THIRD-PARTY BENEFICIARY

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

XV.

ASSIGNMENT

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

Executed in duplicate the day and year first written above.

CITY OF MIDLAND, TEXAS

By_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

PERMIAN BASIN PETROLEUM MUSEUM, LIBRARY AND HALL OF FAME, INCORPORATED

By_____
Executive Director

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the Permian Basin Petroleum Museum, Library and Hall of Fame, Incorporated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

_____
Notary Public, State of _____

City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 9/10/2013

TO: City Council / City Manager

FROM: Tina Jauz / Community Services Director

SUBJECT: Consider a resolution authorizing the execution of a Professional Services Agreement between the City of Midland, Texas, and Midland Sports, Incorporated, in the amount of $98,000, for professional marketing, promotion, and management services at the Scharbauer Sports Complex.

Purpose:

Consider a resolution authorizing the execution of a Professional Services Agreement between the City of Midland, Texas, and Midland Sports, Incorporated, in the amount of $98,000, for professional marketing, promotion, and management services at the Scharbauer Sports Complex.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

$98,000 from the Scharbauer Sports Complex Operating Budget.

Discussion:

Beginning January 1, 2011, Midland Sports, Inc. (the Midland RockHounds) have handled management and marketing of the Scharbauer Sports Complex through a 12 month contract with the City. On August 21, the 4B Board approved a recommendation to the City Council to continue with the RockHounds management and marketing.

The proposed contract is for 12 months in the amount of $98,000 to be paid in monthly installments of $8,166. This is an increase over the current year's contract which included a monthly payment of $5,666. This is the first increase since 2011. There will be no automatic renewal.

During the year, staff will manage the contract while continuing to provide all maintenance and capital improvements.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS AND MIDLAND SPORTS, INCORPORATED IN THE AMOUNT OF $98,000.00, FOR PROFESSIONAL MARKETING, PROMOTION, AND MANAGEMENT SERVICES AT THE SCHARBAUER SPORTS COMPLEX

WHEREAS, the City Council of the City of Midland, Texas finds it to be in the public interest to enter into an agreement with Midland Sports, Inc., for professional marketing, promotion, and management services at the Scharbauer Sports Complex;

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 an agreement with Midland Sports, Inc. in the amount of $98,000.00, for professional marketing, promotion, and management services at the Scharbauer Sports Complex. Said agreement to be on file in the City Secretary's office referenced by the number and date of this resolution.

SECTION TWO. Funds are available in the Fiscal Year 2013 - 2014 Scharbauer Sports Complex (620) Sports Complex (620) NonDepartmental (0625) budget.

SECTION THREE. That the City Treasurer is hereby authorized and directed to pay Midland Sports, Inc., pursuant to the terms of the contract, at a price not to exceed a total of $98,000.00 upon receipt of proper invoice or statement executed 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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Tina Jauz, Director of Community Services

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

THE CITY OF MIDLAND
CONTRACT

THIS CONTRACT, effective this 1st day of October, 2013, by and between the City of Midland, hereinafter referred to as the "Owner", and Midland Sports, Incorporated, hereinafter referred to as the "Contractor", is made for the following considerations:

1 Cost: Total Proposal: NINETY-EIGHT THOUSAND AND NO/100 DOLLARS ($98,000.00)

2 Scope of Work: The Contractor shall perform all work described for the Marketing, Promotion and Management of the City of Midland Scharbauer Sports Complex in the following documents, attached hereto and incorporated herein by reference all legal purposes.

EXHIBIT A ..... Plan and Services

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

4 Contract Term: The contract term is for a term beginning October 1, 2013, and ending September 30, 2014. There shall be no automatic renewal of this Contract.

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

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

6.1 All work shall be done in strict conformity with the contract.

6.2 The Contractor shall have control of the day to day operations of the Scharbauer Sports Complex, subject to the right of the City to inspect the facility to insure that the Contractor is properly carrying out the terms of this contract. The Contractor agrees that all of its employees shall

be fully qualified and competent to do the work required under the terms of this Contract. As related only to this Contract, Owner at all times shall have first priority for use of the Scharbauer Sports Complex, and in the event of a conflict between Owner's use and any use scheduled by Contractor, Owner's priority shall control.

7 All minor detail of the work not specifically mentioned in Exhibit "A" but obviously necessary for the proper completion of the work shall be considered as incidental to and a part of the work for which the prices are named in the contract. The Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by Owner to be done by the Contractor to accomplish any part of the work as shown in Exhibit "A".

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

8 INDEMNITY: CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BOTH THE OWNER AND THE MIDLAND FOOTBALL-SOCCER AND BASEBALL COMPLEX DEVELOPMENT CORPORATION, AND ALL OF EITHER PARTY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CONTRACTOR, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, CONTRACTOR'S USE OF, OR ACTIVITIES ON, THE CONTRACT PREMISES, AND CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST OWNER OR THE MIDLAND FOOTBALL-SOCCER AND BASEBALL COMPLEX DEVELOPMENT CORPORATION, OR ANY OF EITHER PARTY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND BOTH THE OWNER AND THE MIDLAND FOOTBALL-SOCCER AND BASEBALL COMPLEX DEVELOPMENT CORPORATION, AND ALL OF EITHER PARTY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, ACCIDENTAL DEATH, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE OWNER, OR THE MIDLAND FOOTBALL-SOCCER AND BASEBALL COMPLEX DEVELOPMENT CORPORATION, OR ANY OF EITHER PARTY'S, 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 CONTRACTOR OR CONTRACTOR'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE

PERFORMANCE OF THIS CONTRACT AND CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR THE MIDLAND FOOTBALL-SOCCER AND BASEBALL COMPLEX DEVELOPMENT CORPORATION, OR ANY OF EITHER PARTY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE BOTH THE OWNER AND THE MIDLAND FOOTBALL-SOCCER AND BASEBALL COMPLEX DEVELOPMENT CORPORATION 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 INCLUDED 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 BOTH THE OWNER AND THE MIDLAND FOOTBALL-SOCCER AND BASEBALL COMPLEX DEVELOPMENT CORPORATION, AND ALL OF EITHER PARTY'S 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 EITHER THE OWNER OR THE MIDLAND FOOTBALL-SOCCER AND BASEBALL COMPLEX DEVELOPMENT CORPORATION OR BOTH, OR ANY OF EITHER PARTY'S OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

9 RELEASE: NOTWITHSTANDING ANY OTHER PROVISIONS, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES BOTH THE OWNER AND THE MIDLAND FOOTBALL-SOCCER AND BASEBALL COMPLEX DEVELOPMENT CORPORATION, TOGETHER WITH EITHER PARTY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH CONTRACTOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OWNER'S NEGLIGENCE, OR THE MIDLAND FOOTBALL-SOCCER AND BASEBALL COMPLEX DEVELOPMENT CORPORATION'S NEGLIGENCE.

10 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.

11 Payment: As consideration for the services which the Contractor shall provide to the Owner, the Contractor shall receive $8,166.00 paid monthly for a total cost of $98,000.00. Each payment shall be made prior to the tenth day of each month.

11.1 Any sums due and payable hereunder which are not paid within twenty (20) days of the due date shall bear interest at the rate of 5% per annum, from the date due until the date of payment.

12 Severability: In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this contract shall be considered as if such invalid, illegal or unenforceable provision had never been contained in this contract.

13 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.

14 ATTORNEY'S FEES: BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST 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. 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 LEGAL COUNSEL PRIOR TO ITS EXECUTION.

15 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 respondeat 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.

16 Notice of Alleged Breach; Statutory Prerequisites: As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, Contractor or his legal representative, shall give the City Manager, or any other reasonable official of the Owner, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the 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 Owner from any liability whatsoever. The Owner is under no obligation to provide notice to Contractor that Contractor's notice is insufficient. Owner reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (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 Owner has actual or constructive notice or knowledge of said claim or alleged damages. Contractor agrees that the requirements of this entire Contract are reasonable.

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

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

Commercial General Liability (including Contractual liability):

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

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

The Commercial General Liability shall be on a "per-project" or "per-policy" aggregate, including completed operations, and shall be on an occurrence basis.

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

All insurance required pursuant to this Contract, except for Worker's Compensation Insurance, shall name the Owner as an additional insured on a claims occurred basis. All insurance required pursuant to this Contract, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Owner.

The parties agree that, prior to the execution of the Contract, Contractor shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Contractor and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."

Owner 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. Owner shall not be required to provide any insurance whatsoever pursuant to this Contract.

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).

19 Third-Party Beneficiary: The Owner'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.

20 Termination at Will: The Owner may terminate this Contract at will for no or any reason upon giving at least One Hundred Eighty (180) days' written notice to the Contractor. The parties to this Contract understand and agree that it is in the Owner's sole discretion to cancel the Contract during the term of the Contract without penalty to the Owner. The Contractor has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the

requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

21 Sovereign Immunity: By executing this Contract the Owner is not waiving its right of sovereign immunity. The Owner is retaining its immunity from suit. The Owner is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY**.

22 Compliance with Federal, State and Local Laws: Contractor shall at all times during the term of this Contract comply with applicable federal, state, and local laws regarding Contractor's activities pursuant to this Contract. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this Contract.

23 Monthly Activity Reports: Contractor shall provide monthly activity reports, showing all activities undertaken at the Scharbauer Sports Complex, to the City Secretary, on or before the 20th day of each month.

24 Non-appropriations: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this Contract, then this Contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to the Owner of any kind whatsoever.

OWNER, City of Midland

W. Wesley Perry, Mayor

CONTRACTOR, Midland Sports, Inc.

Monty Hoppel, General Manager

APPROVED AS TO CONTENT AND COMPLETENESS:

Tina Jauz, Director of Community Services

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

ATTEST:

Amy Turner, City Secretary

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared MONTY HOPPEL, an officer of MIDLAND SPORTS, INCORPORATED, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____

Notary Public, State of Texas

PROFESSIONAL BASEBALL PREMIER SOCCER
5514 CHAMPIONS DRIVE MIDLAND, TX 79706
OFFICE (432) 520-2255 FAX (432) 520-8326
MIDLANDROCKHOUNDS.ORG SOCKERSFC.ORG

MIDLAND ROCKHOUNDS MARKETING, PROMOTION AND MANAGEMENT PLAN FOR THE SCHARBAUER SPORTS COMPLEX

Future Event Focus

1. **We will continue to identify all opportunities with the Midland RockHounds/Sockers/Drillers and MISD first.** The best marketing plan is to bring in more out of town visitors by maximizing the promotion and marketing of these organizations. Since the complex has opened, 90 percent of the events are scheduled or promoted by the RockHounds/Sockers/Drillers and MISD. The best promotion of the facility is promoting the most popular events (baseball, football and soccer) and build around those events to bring in more people. All of the sporting events are game days and bring in thousands of people from outside communities. A specialized marketing plan targets visitors from many surrounding communities in a 300-mile radius. The impact of these sporting events, especially the RockHounds, is through direct spending in the community as well as from the rental fee to the City.

2. In scheduling events, **priority will be given to sporting events first**. Non-sporting events usually have many other location opportunities when it comes to scheduling and sporting events have less or no opportunity to play in other locations.

3. **We will continue to use guidelines** to ensure all events make sense. We won't schedule events that add expense to the complex budget. All events will be measured on fees, hotel rooms and overall economic impact. We will not schedule events that don't justify the use of a facility this size.

4. **We will manage the timing of the events** and the number of outside sporting events as it relates to field maintenance and turf warranty. We will make sure events make sense and don't interfere with main the tenant's sports schedule.

5. **The best form of marketing revenue** (without much expense) is advertising and sign revenue. The main focus will continue to be on building revenues by selling signs, video board commercials and promotions at the complex. Much of the money brought into the complex still comes from the RockHounds marketing of sign and naming rights revenue.

6. Another form of revenue without much expense is **promotions and sponsorship revenue**. Most all outside events must be geared to try and generate promotion and sponsorship revenue. In cases when an outside promoter brings an event in we will try to jointly promote the event and share the sponsorship revenue with the City. The RockHounds will try and find creative ways to pay rent to the City on the events the team promotes (takes risks) themselves.

7. Revenue opportunities must be developed with **MISD** events. A continued effort must be made to promote high school football and soccer games. Some ideas can include: media sponsors, cross promotion with RockHounds/Sockers data base (15,000 names), pre-game promotions/sponsorships (item giveaways) and in-game and half-time promotions. We need to ask for more support from MISD and have a joint plan to draw more fans to the game. Again, more money will be spent in Midland if we focus on getting more sponsorships and drawing more visitors to the big popular events like soccer, baseball and football instead of just focusing on smaller events just to get a rental contract that only generates a small fee.

8. Use of the **RockHounds marketing arm** (e-mail, direct mail and personal contacts) has to been the main focus to do a better job contacting sports governing decision makers for playoff and exhibition games and other unique events.

9. We have a plan that continues to be **more aggressive in researching** new events. We are also studying all current events from event centers in Lubbock, San Angelo, Big Spring, Andrews, Midland Horseshoe, Ector County Coliseum and convince promoters to consider booking at the Complex.

10. We will attend only a few trade shows and **use the budget to get promoters to come to Midland to tour our facility** so they can understand the benefits first hand.

11. We will continue to maintain the overall complex schedule and ensure **better communication** with City, MISD, the RockHounds/Sockers and all entities.

12. Our **experienced RockHounds staff** has numerous contacts and extensive event management experience. We will continue to build our staff to ensure the best customer service experience.

13. We will continue updating a contact list of **sport venues** around the Texas League and all other minor league cities and try to book events together to save money.

Summary

1. The RockHounds can expand their role in promoting the complex by the following ways:

   A: Tag existing print materials (schedules, corporate brochures, programs, flyers, posters) to promote other year round event opportunities other than just RockHounds.

   B: Meet one on-one with promoters, coaches and other event schedulers to let them know there is one-stop scheduling and that their events are most likely to have success because:

      1. We can jointly promote their event
      2. We can help them sell corporate sponsors
      3. We can help them with SEAM grants
      4. We can find them a media sponsor
      5. We can work one-one on concession details
      6. We can work one-one with cleanup details
      7. We can work one-one with our groundskeeper
      8. We can promote their event on our website
      9. We can promote their event at baseball and soccer games on P.A. and video board
      10. We can promote their event on our team's radio broadcast
      11. We can sell tickets at the park and on-line with our ticket system
      12. We can e-mail our data base to promote their event

   C: Improve communication and coordination with all event holders by taking phone calls, scheduling and coordinating all events in an office at the Complex. Take advantage of personnel already at the complex.

RockHounds benefits provided to City/community

* Marketing year round for events. . . **ticketing** prior to the events. . . **concession** operations during the events and the **cleaning** after the events.
* **On-site** (office and phones)
* **Experienced** event/sports people at facility
* Number one promoter/**risk taker**
* **One stop** flexible scheduling
* On-**site part-time staff** for events
* Great **relationships** with coaches/schools/promoters
* Benefit of cross promoting events with **media partners**
* Benefit of promoting events along with the yearly **RockHounds marketing plan**- print materials, web site, direct mail, data base, tours, etc.

Other Ideas on possible ways how more money can be brought in to the Complex:

1. Common Area Naming rights-SOLD
2. New Signs at Grande-SOLD
3. Sell sponsorships on concession stand and parking lot signs-SOLD some
4. Sell promotions during MISD games-SOLD some
5. Sell sponsorship/promotions for playoff games
6. Consider charging a fee for parking

Staff Plan for the Marketing, Promotion & Management of Scharbauer Sports Complex

The following is a simple outline related to the marketing, promotion and management of the Complex provided by Midland Sports.

Midland Sports Staff Plan for Complex

A total of 16 staff members will be assisting with the Complex project. Below is a list of the staff and the areas in which they will be involved and specific areas they will be handling. .

Management Dir. **Monty Hoppel**
- Master Calendar Decisions
- Pricing
- New/Renewal & Event Strategy
- Naming Rights
- Budget-Monthly/Yearly Revenue Comparisons
- Monthly Cash/AR Forms
- 4B Report Packets
- MISD Coordination
- Major City Capital & Maintenance Projects
- Playoff Game Schedules and Booking with coaches
- Weekly and Monthly meeting chair with staff and City
- Event Booking: Contracts, Pre & Post Event Forms
- Chamber Servicing Role and Seam Reports

Complex Coordinator **Sarah Foran**
- Marketing/Event Planning
- Event Booking: Contracts, Pre & Post Event Forms
- Daily Calendar
- Event Operation Fact Sheets
- Daily Event Post Event Financial Sheets
- Weekly Events Fact Sheets/Calendar E-Mails
- Weekly Operation Forms and Calendar E-mailed to City Complex foreman and entire data base
- Monthly and Yearly Event Summaries
- Picnic/Diamond Club/Suite Rentals
- Playoff Game Schedules and Booking with coaches

Midland Sports Staff Plan for Complex Cont.

Marketing Director: **Ray Fieldhouse**
Marketing/Event Planning
Concert Planning and Booking
Event Booking: Contracts, Pre & Post Event Forms
Security & EMT Scheduling
Football Playoff Games
Liaison with City for Maintenance Projects
Soccer/Football Playoffs : Trophies, T-Shirts,
All Chamber bags, forms, hotel requests, Seam

Marketing Director. **Brian Smith**
Assist with Web-Site
Social Media Director: Twitter and Facebook
Chamber Event Lists: Hotel RFP
Marketing/Event Planning and Playoff Games
Event Booking: Contracts, Pre & Post Event Forms
Forms Master Checklist: Contracts, Pre, Post, Ins., Rep
Monthly & Yearly Activity Reports
Complex Inquiry Form
City and Chamber Web Site Updates
Soccer and Football Playoffs-Programs/VIP & Media
Media Sponsorships
Press/VIP Box, Manager's Office Food for Playoffs
Post-Game Meal coordination for teams

Promotion Director: **Greg Bergman**
E-Mail and Advertising
City and Chamber Web-Sites
Flyers
Sales Sheets

Office Manger **Frances Warner**
Receptionist to answer questions live
Assist with Calendar
Phone and e-mail list
SEAM requests
Account rep. booking list
Main Filing System
MISD tickets

Operations: **CJ Bahr**
Operations set up and take down
Football Playoffs Umpire towels, payment forms

Midland Sports Staff Plan for Complex Cont.

Sponsorship:	**Jamie Richardson** Sponsorships: Signs, Video Board MISD sponsorships inventory forms ASCO Tourney
Concessions:	**Jeff VonHolle** Food and Beverage Coordinator Umpire, Press Box, Coaches Office VIP Box Drinks
Ticketing:	**Michael Richardson** All attendance forms Visitor Tracking-Data Base forms MISD tickets
Janitorial:	**Chris Bahr, Patrick Barnaby** Cleanup Operation setup and walk-thru
Public Relations:	**Bob Hards** Press Releases Brochures and print projects Sales Sheets
Grounds keeping:	**Eric Campbell, Patrick Barnaby** Citibank and Commons Area Maintenance Special Events cleanup
Accounting:	**Eloisa Galvan** Event Invoicing Monthly A/R and payment sheet Soccer, Football, Baseball UIL Reports, School Forms Complex Part-time Payroll-Employees, Umpires
Special Events Assistance	**Staff and Administrative Assistants** Intern help

Agreements

Sports Complex Contracts

City of Midland	Midland Sports Oct. 2012-Sept. 2013	Complex Marketing
City of Midland	MISD 2002-2022	Rental of Grande
City of Midland	Midland Sports 2002-2032	Rental of Citibank
City of Midland	Midland Sports 2002-2017	Concessions for Complex
City of Midland	Midland Sports 2006-Sept. 2013	Janitorial -Grande & Commons
City of Midland	Citibank 2002-2013	Naming Nights
City of Midland	Grande 2003-2026	Naming Rights
City of Midland	Sockers Yearly	Soccer Rental at Grande
City of Midland	West Texas Drillers Yearly	Football Rental at Grande
City of Midland	Systech	Sound and Fire
City of Midland	Thysen	Elevator
City of Midland	Aldredge	Grounds
City of Midland	Media Support G.	Grande Control Room
City of Midland	Daktronics	Grande Video Board
City of Midland	TexStar	Citibank Video Board
City of Midland	TSE	Citibank Control Room
City of Midland	Musco	Lights

Complex Forms

Directory	Contacts: Phone Numbers, E-mails, Addresses
Events Calendar	12 Month Live Calendar
Events Wish List	Events working on
Events-New	Yearly events that were new
Events by Type	Yearly
Activity Report	Monthly/Yearly/Since Inception
Policies & Procedures-5	Grande, Citibank, Diamond Club, Parking Lot & Commons
Ground Rules	Citibank and Grande
Map:	Citibank
Map:	Grande
Flyer:	Sports Complex
10-Year Report Card	Yearly Inserts
Sales/Rate Sheets-5	Grande, Citibank, Diamond Club, Parking Lot & Commons
Rental Contract-1	Grande, Citibank, Parking Lot & Commons
Rental Contract-1	Diamond Club
Rental Contact Addendum:	Concerts
Insurance	Sample-City Requirements
Operations Fact Sheet	Event Form for City foreman
Operations Fact Sheets	Sent Monday mornings to City foreman
Post Event Financial Sheet	Each Event
Post Event Financial Sheet	Total For Month
Post Event Financial Sheet	Total for Year
Survey	Each Event
Events Financial Form	Monthly $ Received and AR
Total Financial Form	Budget/Revenue-Events/Advertising/Concessions
MISD	Inventory Sold Form
Keys:	Inventory
City Vendors	Highlight Marketing Priority-Assign accounts
Food Vendors	List of Approved Caterers

Complex Marketing & Operations Outline

1. Schedule
   Master Schedule
   Date, Event, Location, Time, Promoter
   - A: Events Confirmed or Held-Four Colors
   - B: Future Events Working On
   - C: New events-Yearly list

2. Financial Reporting Forms
   Midland Sports has implemented a monthly financial reporting process for the City of Midland.

Grande

Revenue:
- MISD: Rent-Occupancy and Operating
- Naming Rights
- Advertising: Signs & Video Board
- Concessions
- Outside Event Rentals including janitorial and lights
- Sockers Rental
- Drillers Rental

Expenses:
- Naming Rights Commission
- Advertising Production
- Janitorial

Citibank

Revenue:
- RockHounds:
  - Rent
  - Maintenance Contribution
  - Suites
  - Utilities
- Naming Rights
- Advertising: Signs
- Concessions:
- Other Event Rentals including Janitorial and Lights

Expenses:
- Naming Rights Commission
- Advertising Production
- Janitorial
- Grounds keeping

Financial Reporting Forms **Cont.**

Commons/Parking lot/Diamond Club
Revenue:
- Naming Rights
- Event Rental including janitorial and lights

Expenses:
- Janitorial
- Advertising/Production

We have a collection and follow-up plan in place make sure revenue is paid.

3. Capital Plan
   Capital Projects Priority List-(Five Year Plan)

4. Maintenance Plan
   Maintenance Projects Priority List-Large and Small
   Daily, Monthly, Yearly Communication Process with David/Don
   Email and Bi-Monthly Meetings Tina

5. Public Relations Plan
   Word of Mouth
   Event Press Releases
   Monthly Newsletter
   Quarterly Reports
   Brochure report card on Complex
   All events and economic impact data

6. Marketing &Advertising Plan
   Calls: High School Coaches
   - Promoters
   - Local Organizations

   Data base
   Master schedule
   Flyers
   Web-Site, Facebook, Twitter

7. Naming Rights
   Servicing of new agreement
   Superlative agreement-money owed

8. MISD
All Ticketing
Pre-Game and In-game sponsorships/Giveaways
Sell One suite

9. Future Revenue Ideas
Title sponsorships to playoff games
Sell sponsorships for promoters
Facilitate Seam money applications for promoters
Parking
New Signs

10. Expense Savings
Our price vs. $107,000 for past marketing agreement
$52,000 was used for City Wide Sports Marketing (The complex manger used a large a portion of this each year from 2002-2009).

11. 4B and City Council
Reporting Process-List packet items for each meeting

City Council Agenda

Approved for Agenda:
aturner
City Manager's Office

MEETING DATE: 9/10/2013

TO: City Council / City Manager

FROM: Sylvester Cantu, Community Development Manager

SUBJECT: CDBG Contract with Community and Senior Services of Midland

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Purpose:

Consider a resolution authorizing the execution of a Community Development Block Grant contract with Community and Senior Services of Midland, Incorporated, for the Southeast Senior Center Nutrition Program in the amount of $45,000.00; the program will be provided daily in coordination with other activities; the purpose of this program is to promote better mental and physical health for senior through nutritional means and socialization; the program will begin on October 1, 2013 and end on September 30, 2014.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

None on City's General Fund. Program is funded by CDBG grant.

Discussion:

As part of the 2013/14 Community Development Block Grant (CDBG) program, $45,000 was allocated to the Senior Nutrition Program. This program is administered by Community and Senior Services of Midland (CSSM). A total of 175 seniors will be served during the year. CSSM desires access to the CDBG funds and has agreed to the provisions in the proposed contract.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT WITH COMMUNITY AND SENIOR SERVICES OF MIDLAND, INCORPORATED, FOR THE SOUTHEAST SENIOR CENTER NUTRITION PROGRAM IN THE AMOUNT OF $45,000.00; THE PROGRAM WILL BE PROVIDED DAILY IN COORDINATION WITH OTHER ACTIVITIES; THE PURPOSE OF THIS PROGRAM IS TO PROMOTE BETTER MENTAL AND PHYSICAL HEALTH FOR SENIORS THROUGH NUTRITIOUS MEALS AND SOCIALIZATION; THE PROGRAM WILL BEGIN ON OCTOBER 1, 2013 AND END ON SEPTEMBER 30, 2014

WHEREAS, the City of Midland, Texas, has heretofore allocated $45,000.00 to the Senior Nutrition Program, to promote better mental and physical health for older persons through nutritious meals and socialization; and

WHEREAS, the City Council finds it to be in the public interest to enter into a contract with Community and Senior Services of Midland, Inc., to provide this service with such grant funds;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a contract with Community and Senior Services of Midland to administer and operate a Senior Nutrition Program to promote better mental and physical health for older persons through nutritious meals and socialization, said contract to be substantially in the form attached hereto as Exhibit "A," and made a part hereof for all legal purposes.

SECTION TWO. Funds are available in the Fiscal Year 2014 Community and Senior Services of Midland (7115).

SECTION THREE. That the City Treasurer is hereby authorized and directed to make payment to Community and Senior Services of Midland, Inc., pursuant to the terms of the contract, not to exceed a total amount of $45,000.00, from funds available in the 2014

CDBG Project Account number 064-075-7115 for a Senior Nutrition Program, upon receipt of proper invoice or statement approved by the City Manager. The final payment must be a minimum of $3,500.00.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D.,2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

_____
Robert McNaughton, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Sylvester Cantu, Community Development Manager

APPROVED AS TO FORM:

_____

Keith Stretcher, City Attorney

AGREEMENT BETWEEN CITY OF MIDLAND, TEXAS AND COMMUNITY AND SENIOR SERVICES OF MIDLAND, INC. REGARDING THE SOUTHEAST SENIOR CENTER NUTRITION PROGRAM

This Agreement made by and between the **CITY OF MIDLAND**, a Texas home rule municipal corporation, herein called "City", and **COMMUNITY AND SENIOR SERVICES OF MIDLAND, INC.**, hereinafter called "Corporation";

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions by which the Corporation will carry out the nutrition program for the Southeast Community Senior Center (located at 1803 E. Indiana Avenue) utilizing Community Development Block Grant (CDBG) funds as described in Exhibit "A", attached hereto and incorporated herein for all legal purposes. Any change in the performance schedule, purpose or the location of the operation must be approved in advance by the City.

II. PAYMENT

Upon and after the receipt of a notice to proceed from the City, the Corporation is authorized to incur costs against a total amount of FORTY-FIVE THOUSAND AND NO/100 DOLLARS ($45,000.00). Payments shall be made on a reimbursement basis to the Corporation for services and expenses as shown in Exhibit "A", attached hereto and made a part hereof for all legal purposes. All payments shall be made to the Corporation upon certification by the Corporation and approval by the Community Development Division of the City's Development Services Department and the City Manager. When reimbursements for personal services are requested, time sheets must be presented by the Corporation to the City, in a form suitable to City. Final payment on the project must be at least Three Thousand, Five Hundred Dollars ($3,500.00), and will not be made until all final project reporting is completed.

III. PROCUREMENT STANDARDS

The Corporation will make project procurement in accordance with 24 CFR Part 84 and Part 85 and applicable Texas Statutes. At least ten (10) days before Corporation seeks competitive bids on procurement of over TEN THOUSAND DOLLARS ($10,000.00) and for any work contracts of over TWO THOUSAND DOLLARS ($2,000.00) of the above described project, the plans and specifications and other bid documents shall be submitted to the City and reviewed by the City's Community Development Division for conformance with federal and City requirements.

IV. INDEMNITY

CORPORATION WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CORPORATION, its agents or employees, or any subcontractor, arising out of, or resulting from, Corporation's use of, or activities on, the Agreement Premises, and Corporation will be required to pay any judgment with costs which may be obtained against City or any of its officers, agents or employees, including reasonable attorney s fees.

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

The Corporation agrees that it will indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies, including commissary incurred in the furtherance of the performance of this Agreement. When City so desires, the Corporation shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

V. INSURANCE

A. Corporation shall carry insurance in the following types and amounts for the duration of this Agreement and furnish Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence hereof to City:

1. Statutory Workers' Compensation; said insurance shall provide for a waiver of subrogation in favor of the City;

2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of $1,000,000. The policy must provide contractual liability coverage for liability assumed under this Agreement, products and completed operations coverage, independent contractors coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of the City. If this coverage is underwritten on a claims made basis, the retroactive date shall be coincident with the date of this Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. Corporation shall maintain coverage for the duration of this Agreement and for six months following completion of the construction improvements associated with this Agreement. Corporation shall pay for this extended reporting period coverage. This insurance shall name the City as an additional insured and shall provide a waiver of subrogation in favor of the City.

B. If insurance policies are not written for amounts specified in Subsection A, above, Corporation shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

C. Corporation shall provide City at least thirty (30) days written notice of erosion of the aggregate limit below the minimum required combined single limit coverage.

D. Corporation shall provide all provisions of this Agreement concerning liability, duty, standard of care, together with the indemnification or defense provisions herein, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.

E. Corporation shall not commence work under this Agreement until it has obtained all required insurance and until such insurance has been reviewed by the City Attorney's Office of the City of Midland.

F. Corporation shall produce an endorsement to each affected policy that contains language similar to the following:

1. That names City of Midland, Texas, Attn.: CDBG Program Coordinator, 300 N. Loraine, P. O. Box 1152, Midland, Texas, 79702, as additional insured (except for Workers' Compensation and Employee's Liability coverage), with right of subrogation against City waived on each affected policy including Worker's Compensation.

2. That obligates the insurance company to notify City of any non-renewal, cancellation, or material change to the policy, at least thirty (30) calendar days before the change or cancellation;

3. That the "other" insurance clause shall not apply to City where City is an additional insured shown on the policy. It is intended that the policies required in this Agreement, covering both City and Corporation, shall be considered primary coverage, as applicable.

G. Corporation shall not cause any insurance to be canceled or permit any insurance to lapse during the term of this Agreement or the six-month period following completion, in the case of a claims-made policy.

H. City reserves the right to review the insurance requirements of this Article V during the effective period of this Agreement and to make reasonable adjustments to insurance coverages, their limits when deemed necessary and prudent by City based upon changes in statutory law, court decisions, or the claims history of the industry or financial condition of the insurance company as well as that of Corporation. City shall be entitled to review, upon request, and without expense to City, to receive copies of the requisite insurance policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies.

I. All certificates shall include a clause to the effect that the policy may not be canceled, reduced, restricted, or limited until thirty (30) calendar days after City has received written notice of such cancellation or change. During the term of this Agreement, Corporation shall have in effect a general liability insurance policy in an amount of not less than $1,000,000 combined single limit for bodily injury and property damage. This liability policy shall be endorsed to name the City of Midland as an additional insured. Corporation shall provide City with a Certificate of Insurance evidencing the required coverage upon execution of this Agreement.

VI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Corporation shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that Corporation 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 City and Corporation, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Corporation. No person performing any work hereunder shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. The Corporation 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 Corporation's work. Corporation shall assume exclusive responsibility for the work. Corporation is entirely free to do the work in its own way.

VII. APPLICABLE LAWS, ORDINANCES

The Corporation shall comply with all applicable laws, ordinances and codes of the United States, State of Texas and the City and shall require all contractors and subcontractors to comply with the same. The Corporation hereby agrees as follows:

A. The Corporation will comply with the policies, guidelines and requirements of 24 CFR Part 84 and 85 and OMB Circulars A-87 and A-122, as they relate to the application, acceptance and use of federal funds for this federally assisted program. The Corporation will also comply with the Single Audit provisions of OMB Circular A-133 and make the all audits for fiscal years in which CDBG funds are expended available to the City.

B. The Corporation will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the applicant received federal financial assistance.

C. The Corporation will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with

CDBG funds. Additionally, the Corporation will comply with regulations at 24 CFR 570.613 concerning eligibility restrictions for certain resident aliens.

D. The Corporation will comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), which provides that it is the policy of the United States to provide for fair housing throughout the United States. It prohibits particular discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, national origin, family status, or mental and physical disability.

E. The Corporation will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the regulations issued pursuant thereto (24 CFR Part 135) which provides that to the greatest extent feasible opportunities for employment and other economic opportunities be directed to low and very low income City residents and to business concerns which provide economic opportunity to low and very low income persons.

F. The Corporation will obtain and maintain documentation evidencing that program beneficiaries meet CDBG program income eligibility criteria, specifically as required by 24 CFR 570.208. The Corporation shall further comply with the retention of records provisions of 24 CFR 570.502.

G. The Corporation will insure that subcontractors for work or construction activity under this Agreement shall comply with the equal opportunity requirements of Executive Order 11246, as amended.

H. The Corporation will insure that subcontractors for work or construction activity under this Agreement shall comply with 24 CFR Part 84 and 85and Section 110 of the Housing and Community Development Act of 1974 and the regulations issued pursuant thereto (24 CFR 570.603), which provide for adherence to certain labor standards.

I. No officer, employee or board member of Corporation shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly in the sale to Corporation of any land, materials, supplies or services purchased with any funds transferred hereunder, except on behalf of Corporation as an officer, employee, member, or program participant. The Corporation shall further comply with the conflict of interest provisions of 24 CFR 570.611 and 24 CFR Part 84 and Part 85.

J. The Corporation will insure that funds will not be used to directly or indirectly employ, award contracts to or otherwise engage the services of or fund any subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

K. The Corporation shall follow the provisions of 24 CFR Part 84 and Part 85 concerning standards for financial management systems.

L. The Corporation will comply with the property management and disposition requirements of 24 CFR Part 84 and 85 including copyright provisions therein.

M. The Corporation certifies that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Corporation, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Corporation shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

N. The Corporation shall comply with and shall ensure that its subcontractors comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C, 701, et seq.

O. The Corporation shall follow the provisions of 24 CFR 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

P. The Corporation shall make available to the City, as determined by the City, information and/or data which document compliance, in all phases of its work, with the above paragraphs A through O. The Corporation shall fully cooperate with City when City monitors the services and work performed under this Agreement, which the City may do at any time during the term of this Agreement. The Corporation shall maintain accounts and records adequate to identify and account for all cost pertaining to the Agreement. Records are to be retained in accordance with 24 CFR Part 84 and Part 85.

VIII. PROGRAM INCOME

It is agreed and understood that except in the disposition of CDBG acquired assets

that there will be no program income generated as a result of this Agreement which requires compliance with 24 CFR 570.504.

IX. TRANSFER OF ASSETS

The Corporation shall upon termination or expiration of this Agreement transfer to the City all CDBG funds and all loans and accounts receivable attributable to the use of CDBG funds that the Corporation has on hand at the time of termination. If the Corporation ceases to use any asset acquired with CDBG funds for the purposes described in this Agreement, the Corporation shall either pay to the City the fair market value of the asset or transfer control of the asset to the City.

X. RECOGNITION OF FUNDING

The Corporation shall provide recognition of CDBG funding in its procurement announcements. The Corporation shall post, in a publicly visible location where CDBG assisted activity is provided, an acknowledgment that the City of Midland Community Development Block Grant Program is contributing to the project. The City's Community Development Office will determine if posting is adequate given the scale of the CDBG assisted activity.

XI. PROJECT REPORTS

Monthly status reports are to be prepared by the Corporation and submitted in a timely fashion to the City. A final performance report shall be prepared and submitted promptly after project completion. An inventory of CDBG acquired assets shall be submitted to the City, in a form suitable to the City, on an annual basis and at the end of the Agreement.

XII. TERM OF AGREEMENT

The term of this Agreement shall begin October 1, 2013 and end September 30, 2014, unless an extension of time is granted by the City Council.

XIII. RELEASE

CORPORATION HEREBY RELEASES, RELINQUISHES, ACQUITS AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM

MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

XIV. GENERAL FUND

It is expressly understood that this Agreement in no way obligates the general fund or any other monies or credits of the City, and is, therefore, expressly contingent on federal funds of the City's CDBG program.

XV. ATTORNEY FEES

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

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

THE CORPORATION AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS

AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

XVI. DEFAULT PROVISION

In the event that either the Corporation or the City fails to perform or is unable to perform substantially its obligations under the terms of this Agreement, the nondefaulting party shall notify the defaulting party in writing of such default. Within five (5) days after receipt of such notification, the Corporation and City shall meet to discuss the default, the reasons thereof and the methods to cure default. If the defaulting party has not substantially cured the default within ten (10) days after receipt of such notification, or the City and Corporation have not agreed within such time upon a solution to the default, the nondefaulting party may, at its option, pursue any remedies at law or in equity.

In any event this Agreement may be terminated by the mutual consent of the Corporation and City in writing.

XVII. 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, Corporation or its 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 Corporation will settle, the physical and mailing addresses of Corporation at the time and date the claim was presented and the physical and mailing addresses of Corporation for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Corporation 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 Corporation that its 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, Corporation's failure to comply with the requirements herein shall perpetually bar Corporation'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. Corporation agrees that the requirements of this entire agreement are reasonable.

XVIII. SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

XIX. THIRD-PARTY BENEFICIARY

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

XX. ASSIGNMENT

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

XXI. TERMINATION WITHOUT CAUSE

The City shall have the right, at its sole option, to terminate this Agreement at any time, with or without cause, by giving 90 days written notice to Corporation of City's election to so terminate.

XXII. VENUE AND GOVERNING LAW

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. This Agreement shall be governed by and construed in accordance with the laws and court decision of the State of Texas.

XXIII. PROCUREMENT SUSPENSION AND DEBARMENT

The City has found that the Corporation has not been suspended or debarred from performing work on Federal contracts.

XXIV. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the _____ day of _____, 2013.

CITY OF MIDLAND, TEXAS

By_____
W. Wesley Perry, Mayor

COMMUNITY AND SENIOR SERVICES OF MIDLAND, INC.

By_____

Name_____

Title_____

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Sylvester Cantu, Community Development Manager

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of COMMUNITY AND SENIOR SERVICES OF MIDLAND, 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 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 _____, 2013.

_____
Notary Public, State of Texas

EXHIBIT A

SCOPE OF SERVICES – 2013/14 Southeast Senior Center Nutrition Program

The objective of the Southeast Community Senior Citizen Nutrition program is to promote better mental and physical health for older persons through nutritious meals and socialization. The nutrition program will be provided each day in coordination with recreational, educational, prevention/maintenance and special interest programs of the senior center.

Community and Senior Services of Midland (CSSM), with main offices at 3301 Sinclair St., will carry out the nutrition program from the Southeast Community Senior Center facilities at 1803 E. Indiana. The nutrition program will be provided each day, Monday through Friday (except on holidays), at 11:30 a.m. CSSM, through its central kitchen at 3301 Sinclair, will provide meals which meet the nutritional guidelines set by the Texas Department on Aging and Texas Department of Human Services for elderly nutrition programs. CSSM also provides the meals for the Meals-on-Wheels program, Dellwood Senior Center and Casa de Amigos.

A total of 175 seniors (age 60 years and older) are expected to benefit from the program. Primarily, participants are residents of Southeast Midland, with over 95% being low and moderate-income persons. Daily attendance is expected to average 34 persons per day. It is expected that 8,350 meals will be provided at the Southeast Community Senior Center between October 1, 2013 and September 30, 2014.

Documentation includes an initial nutritional assessment form and daily sign-in sheets which are entered into a tracking system. Monthly performance and financial reports will be provided by CSSM. For the CDBG Annual Report, CSSM will report the number of households assisted as required by the HUD Performance Measurement System. Jody Sneed, Executive Director of CSSM, is responsible for administration of the program.

BUDGET

Meals for Southeast Center $45,000

8,350 Meals @ $6.26/Meal for a total of $52,271. This figure includes all costs in preparing meals -- personnel, supplies, food, transportation and administration. CSSM will fund the remaining $7,271 with non-CDBG sources.

City Council Agenda

Approved for Agenda:
aturner
City Manager's Office

MEETING DATE: 9/10/2013

TO: City Council / City Manager

FROM: Sylvester Cantu, Community Development Manager

SUBJECT: Consider a resolution authorizing the execution of a Community Development Block Grant contract with Casa de Amigos for the Home Cleaning Program in the amount of $30,000.00; the purpose of this program is to provide home cleaning services to 200 senior citizens and handicapped households; the program will begin on October 1, 2013 and end on September 30, 2014

Purpose:

Consider a resolution authorizing the execution of a Community Development Block Grant contract with Casa de Amigos for the Home Cleaning Program in the amount of $30,000.00; the purpose of this program is to provide home cleaning services to 200 senior citizens and handicapped households; the program will begin on October 1, 2013 and end on September 30, 2014

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

None on City's General Fund. Program is funded by CDBG grant.

Discussion:

As part of the 2013/14 Community Development Block Grant (CDBG) program, $30,000 was allocated to the Home Cleaning Program. This program is administered by Casa de Amigos. A total of 200 senior citizens (60 + years of age) and disabled individuals will be served. Casa de Amigos desires access to the CDBG funds and has agreed to the provisions in the proposed contract.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT WITH CASA DE AMIGOS FOR A HOME CLEANING PROGRAM IN THE AMOUNT OF $30,000.00; THE PURPOSE OF THIS PROGRAM IS TO PROVIDE HOME CLEANING SERVICES TO 200 INDIGENT SENIOR CITIZENS AND HANDICAPPED HOUSEHOLDS; THE PROGRAM WILL BEGIN ON OCTOBER 1, 2013 AND END ON SEPTEMBER 30, 2014

WHEREAS, the City of Midland, Texas, has heretofore allocated $30,000.00 to Casa de Amigos, to provide home cleaning services to indigent senior citizens and handicapped individuals on a periodic basis; and

WHEREAS, the City Council finds it to be in the public interest to enter into a contract with Casa De Amigos to provide this service with such grant funds;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a contract with Casa De Amigos to administer and operate a home cleaning program to provide home cleaning services to indigent senior citizens and handicapped individuals on a periodic basis with grant funds received from the United States Department of Housing and Urban Development, said contract to be substantially in the form attached hereto as Exhibit "A," and made a part hereof for all legal purposes.

SECTION TWO. Funds are available in the Fiscal Year 2014 Home Cleaning Program Project (7116).

SECTION THREE. That the City Treasurer is hereby authorized and directed to make payment to Casa De Amigos pursuant to terms of the contract, not to exceed a total amount of $30,000.00, from funds available in the 2014 CDBG Project Account number 064-075-7116 for a home cleaning program, upon receipt of proper invoice or statement approved by the City Manager. The final payment must be a minimum of $3,000.00.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

_____
Robert McNaughton, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Sylvester Cantu, Community Development Manager

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

AGREEMENT BETWEEN CITY OF MIDLAND, TEXAS AND CASA DE AMIGOS, INCORPORATED FOR THE HOME CLEANING PROGRAM

This Agreement made by and between the **CITY OF MIDLAND**, a Texas home rule municipal corporation, herein called "City", and **CASA DE AMIGOS, INC.**, hereinafter called "Corporation";

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions by which the Corporation shall perform the Home Cleaning Program utilizing Community Development Block Grant (CDBG) funds as described in Exhibit "A", attached hereto and incorporated herein for all legal purposes. Any change in the performance schedule, purpose or the location of the operation must be approved in advance by the City.

II. PAYMENT

Upon and after the receipt of a notice to proceed from the City, the Corporation is authorized to incur costs against a total amount of THIRTY THOUSAND DOLLARS ($30,000.00). Payments shall be made on a reimbursement basis to the Corporation for services and expenses as shown in Exhibit "A", attached hereto and made a part hereof for all legal purposes. All payments shall be made to the Corporation upon certification by the Corporation and approval by the Community Development Division of the City's Development Services Department and the City Manager. When reimbursements for personal services are requested, time sheets must be presented by the Corporation to the City, in a form suitable to City. Final payment on the project must be at least Three Thousand ($3,000.00), and will not be made until all final project reporting is completed.

III. PROCUREMENT STANDARDS

The Corporation will make project procurement in accordance with 24 CFR Part 84 and Part 85 and applicable Texas Statutes. At least ten (10) days before Corporation seeks competitive bids on procurement of over TEN THOUSAND DOLLARS ($10,000.00) and for any work contracts of over TWO THOUSAND DOLLARS ($2,000.00) of the above described project, the plans and specifications and other bid documents shall be submitted to the City and reviewed by the City's Community Development Division for conformance with federal and City requirements.

IV. INDEMNITY

CORPORATION WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CORPORATION, its agents or employees, or any subcontractor, arising out of, or resulting from, Corporation's use of, or activities on, the Agreement Premises, and Corporation will be required to pay any judgment with costs which may be obtained against City or any of its officers, agents or employees, including reasonable attorney s fees.

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

The Corporation agrees that it will indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies, including commissary incurred in the furtherance of the performance of this Agreement. When City so desires, the Corporation shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

V. INSURANCE

A. Corporation shall carry insurance in the following types and amounts for the duration of this Agreement and furnish Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence hereof to City:

1. Statutory Workers' Compensation; said insurance shall waive subrogation in favor of City;

2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of $1,000,000. The policy must provide contractual liability coverage for liability assumed under this Agreement, products and completed operations coverage, independent contractors coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of the City. If this coverage is underwritten on a claims made basis, the retroactive date shall be coincident with the date of this Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. Corporation shall maintain coverage for the duration of this Agreement and for six months following completion of the construction improvements associated with this Agreement. Corporation shall pay for this extended reporting period coverage. Said insurance shall name City as an additional insured.

B. If insurance policies are not written for amounts specified in Subsection A, above, Corporation shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

C. Corporation shall provide City at least thirty (30) days written notice of erosion of the aggregate limit below the minimum required combined single limit coverage.

D. Corporation shall provide all provisions of this Agreement concerning liability, duty, standard of care, together with the indemnification or defense provisions herein, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.

E. Corporation shall not commence work under this Agreement until it has obtained all required insurance and until such insurance has been reviewed by the City Attorney's Office of the City of Midland.

F. Corporation shall produce an endorsement to each affected policy that contains

language similar to the following:

1. That names City of Midland, Texas, Attn.: CDBG Program Coordinator, 300 N. Loraine, P. O. Box 1152, Midland, Texas, 79702, as additional insured (except for Workers' Compensation and Employee's Liability coverage), with right of subrogation against City waived on each affected policy including Worker's Compensation.

2. That obligates the insurance company to notify City of any non-renewal, cancellation, or material change to the policy, at least thirty (30) calendar days before the change or cancellation;

3. That the "other" insurance clause shall not apply to City where City is an additional insured shown on the policy. It is intended that the policies required in this Agreement, covering both City and Corporation, shall be considered primary coverage, as applicable.

G. Corporation shall not cause any insurance to be canceled or permit any insurance to lapse during the term of this Agreement or the six-month period following completion, in the case of a claims-made policy.

H. City reserves the right to review the insurance requirements of this Article V during the effective period of this Agreement and to make reasonable adjustments to insurance coverages, their limits when deemed necessary and prudent by City based upon changes in statutory law, court decisions, or the claims history of the industry or financial condition of the insurance company as well as that of Corporation. City shall be entitled to review, upon request, and without expense to City, to receive copies of the requisite insurance policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies.

I. All certificates shall include a clause to the effect that the policy may not be canceled, reduced, restricted, or limited until thirty (30) calendar days after City has received written notice of such cancellation or change. During the term of this Agreement, Corporation shall have in effect a general liability insurance policy in an amount of not less than $1,000,000 combined single limit for bodily injury and property damage. This liability policy shall be endorsed to name the City of Midland as an additional insured. Corporation shall provide City with a Certificate of Insurance evidencing the required coverage upon execution of this Agreement.

VI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Corporation shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that Corporation 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 City and Corporation, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Corporation. No person performing any work hereunder shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. The Corporation 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 Corporation's work. Corporation shall assume exclusive responsibility for the work. Corporation is entirely free to do the work in its own way.

VII. APPLICABLE LAWS, ORDINANCES

The Corporation shall comply with all applicable laws, ordinances and codes of the United States, State of Texas and the City and shall require all contractors and subcontractors to comply with the same. The Corporation hereby agrees as follows:

A. The Corporation will comply with the policies, guidelines and requirements of 24 CFR Part 84 and 85 and OMB Circulars A-87 and A-122, as they relate to the application, acceptance and use of federal funds for this federally assisted program. The Corporation will also comply with the Single Audit provisions of OMB Circular A-133 and make the all audits for fiscal years in which CDBG funds are expended available to the City.

B. The Corporation will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the applicant received federal financial assistance.

C. The Corporation will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602),

which provides that no person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CDBG funds. Additionally, the Corporation will comply with regulations at 24 CFR 570.613 concerning eligibility restrictions for certain resident aliens.

D. The Corporation will comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), which provides that it is the policy of the United States to provide for fair housing throughout the United States. It prohibits particular discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, national origin, family status, or mental and physical disability.

E. The Corporation will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the regulations issued pursuant thereto (24 CFR Part 135) which provides that to the greatest extent feasible opportunities for employment and other economic opportunities be directed to low and very low income City residents and to business concerns which provide economic opportunity to low and very low income persons.

F. The Corporation will obtain and maintain documentation evidencing that program beneficiaries meet CDBG program income eligibility criteria, specifically as required by 24 CFR 570.208. The Corporation shall further comply with the retention of records provisions of 24 CFR 570.502.

G. The Corporation will insure that subcontractors for work or construction activity under this Agreement shall comply with the equal opportunity requirements of Executive Order 11246, as amended.

H. The Corporation will insure that subcontractors for work or construction activity under this Agreement shall comply with 24 CFR Part 84 and 85and Section 110 of the Housing and Community Development Act of 1974 and the regulations issued pursuant thereto (24 CFR 570.603), which provide for adherence to certain labor standards.

I. No officer, employee or board member of Corporation shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly in the sale to Corporation of any land, materials, supplies or services purchased with any funds transferred hereunder, except on behalf of Corporation as an officer, employee, member, or program participant. The Corporation shall further comply with the conflict of interest provisions of 24 CFR 570.611 and 24 CFR Part 84 and Part 85.

J. The Corporation will insure that funds will not be used to directly or indirectly employ, award contracts to or otherwise engage the services of or fund any subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

K. The Corporation shall follow the provisions of 24 CFR Part 84 and Part 85 concerning standards for financial management systems.

L. The Corporation will comply with the property management and disposition requirements of 24 CFR Part 84 and 85 including copyright provisions therein.

M. The Corporation certifies that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Corporation, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Corporation shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

N. The Corporation shall comply with and shall ensure that its subcontractors comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C, 701, et seq.

O. The Corporation shall follow the provisions of 24 CFR 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

P. The Corporation shall make available to the City, as determined by the City, information and/or data which document compliance, in all phases of its work, with the above paragraphs A through O. The Corporation shall fully cooperate with City when City monitors the services and work performed under this Agreement, which the City may do at any time during the term of this Agreement. The Corporation shall maintain accounts and

records adequate to identify and account for all cost pertaining to the Agreement. Records are to be retained in accordance with 24 CFR Part 84 and Part 85.

VIII. PROGRAM INCOME

It is agreed and understood that except in the disposition of CDBG acquired assets that there will be no program income generated as a result of this Agreement which requires compliance with 24 CFR 570.504.

IX. TRANSFER OF ASSETS

The Corporation shall upon termination or expiration of this Agreement transfer to the City all CDBG funds and all loans and accounts receivable attributable to the use of CDBG funds that the Corporation has on hand at the time of termination. If the Corporation ceases to use any asset acquired with CDBG funds for the purposes described in this Agreement, the Corporation shall either pay to the City the fair market value of the asset or transfer control of the asset to the City.

X. RECOGNITION OF FUNDING

The Corporation shall provide recognition of CDBG funding in its procurement announcements. The Corporation shall post, in a publicly visible location where CDBG assisted activity is provided, an acknowledgment that the City of Midland Community Development Block Grant Program is contributing to the project. The City's Community Development Office will determine if posting is adequate given the scale of the CDBG assisted activity.

XI. PROJECT REPORTS

Monthly status reports are to be prepared by the Corporation and submitted in a timely fashion to the City. A final performance report shall be prepared and submitted promptly after project completion. An inventory of CDBG acquired assets shall be submitted to the City, in a form suitable to the City, on an annual basis and at the end of the Agreement.

XII. TERM OF AGREEMENT

The term of this Agreement shall begin October 1, 2013 and end September 30, 2014, unless an extension of time is granted by the City Council.

XIII. RELEASE

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

XIV. GENERAL FUND

It is expressly understood that this Agreement in no way obligates the general fund or any other monies or credits of the City, and is, therefore, expressly contingent on federal funds of the City's CDBG program.

XV. ATTORNEY FEES

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

CORPORATION AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. CORPORATION ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE

CORPORATION FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE CORPORATION. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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

XVI. DEFAULT PROVISION

In the event that either the Corporation or the City fails to perform or is unable to perform substantially its obligations under the terms of this Agreement, the non-defaulting party shall notify the defaulting party in writing of such default. Within five (5) days after receipt of such notification, the Corporation and City shall meet to discuss the default, the reasons thereof and the methods to cure default. If the defaulting party has not substantially cured the default within ten (10) days after receipt of such notification, or the City and Corporation have not agreed within such time upon a solution to the default, the non-defaulting party may, at its option, pursue any remedies at law or in equity.

In any event this Agreement may be terminated by the mutual consent of the Corporation and City in writing.

XVII. 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, Corporation or its 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 Corporation will settle, the physical and mailing addresses of Corporation at the time and date the claim was presented and the physical and mailing addresses of Corporation for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Corporation 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 Corporation that its 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, Corporation's failure to comply with the requirements herein shall perpetually bar Corporation'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. Corporation agrees that the requirements of this entire agreement are reasonable.

XVIII. SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

XIX. THIRD-PARTY BENEFICIARY

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

XX. ASSIGNMENT

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

XXI. TERMINATION WITHOUT CAUSE

The City shall have the right, at its sole option, to terminate this Agreement at any time, with or without cause, by giving 90 days written notice to Corporation of City's election to so terminate.

XXII. VENUE AND GOVERNING LAW

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. This Agreement shall be governed by and

construed in accordance with the laws and court decision of the State of Texas.

XXIII. PROCUREMENT SUSPENSION AND DEBARMENT

The City has found that the Corporation has not been suspended or debarred from performing work on Federal contracts.

XXIV. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the _____ day of _____, 2013.

CITY OF MIDLAND, TEXAS

By_____
W. Wesley Perry, Mayor

CASA DE AMIGOS, INC.

By_____

Name_____

Title_____

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

_____
Sylvester Cantu, Community Development Manager

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of CASA DE AMIGOS, INC., known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that s/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 _____, 2013.

_____
Notary Public, State of Texas

EXHIBIT A

SCOPE OF SERVICES- 2013/14 Citywide Home Cleaning Program

Casa de Amigos through its Citywide Community Services (CCS) department will provide "home cleaning" services to senior citizens and handicapped households on a periodic basis once CCS finds that an individual qualifies for assistance. Service is available throughout the city. CCS accepts clients on a referral basis for emergency/urgent deep cleaning and weekly normal cleaning.

The CDBG funds will provide operational support for the deep cleaning and normal cleaning services conducted during the year. The program will be operated from Casa's offices at 1101 E. Garden Lane, and will be administered by CCS's Program Coordinator. Typically clients will be serviced from October 1, 2013 to September 30, 2014. On the average, one to two hours of service each cleaning period will be required on each residence. Total unduplicated beneficiaries will be 200 during the year.

A minimum 51% of all participants will be low and moderate income and meet the HUD income criteria as documented and verified by Casa de Amigos staff. Clients that are documented as senior citizens or disabled persons as defined by HUD will be presumed to be a benefit low and moderate-income activity under its limited clientele provisions.

On a monthly basis, Casa de Amigos will provide program performance and financial reports. For the CDBG Annual Report, Casa de Amigos will report the number of households assisted as required by the HUD Performance Measurement System. Victor Peña, Executive Director of Casa, is responsible for administration of the program.

BUDGET – CDBG Portion	AMOUNT
Direct program staff salaries and benefits plus program supplies	$30,000

Casa de Amigos will fund an additional $89,593 with non-CDBG sources for a total direct program budget of $119,593.

City Council Agenda

Approved for Agenda:
aturner
City Manager's Office

MEETING DATE: 9/10/2013

TO: City Council / City Manager

FROM: Bill Hodge, GIS Manager

SUBJECT:

Consider a Resolution Authorizing a Right-of-Way Agreement and a Surface Damage Agreement with Vitol Midstream LLC for the installation and maintenance of one (1) pipeline, not to exceed twelve (12) inches in diameter, for petroleum and petroleum by-products, located in Block 37, Sections 4, 9, 16, and 21, T3S, T&P Survey Co, Midland, TX.

Purpose:

Consider a Resolution Authorizing a Right-of-Way Agreement and a Surface Damage Agreement with Vitol Midstream LLC for the installation and maintenance of one (1) pipeline, not to exceed twelve (12) inches in diameter, for petroleum and petroleum by-products, located in Block 37, Sections 4, 9, 16, and 21, T3S, T&P Survey Co, Midland, TX.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Application fee: $ 500.00 (one-time)

Annual Lease Rate: $ 24/rod/year for 1,285.63 rods = $ 12,856.30

Surface Damage Rate: $ 10/rod for 1,285.63 rods = $ 1,285.63 (one-time)

Discussion:

This Right-of-Way contract is proposed for one (1) 20 year period, with no renewal.

The easement will be 30 feet total, with an additional 20 feet allowed for use during the construction phase. The pipeline will be constructed outside of City Limits across the City's Spraberry Farm and will be placed and maintained in order to provide a minimum of 36 inches of cover to natural ground.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND, TEXAS AND VITOL MIDSTREAM PIPELINE LLC; SAID RIGHT-OF-WAY LICENSE IS FOR ENTERING THE CITY OF MIDLAND'S RIGHT-OF-WAY FOR THE PURPOSE OF PLACING, INSTALLING, CONSTRUCTING, OPERATING, REPAIRING, MAINTAINING, REPLACING AND REMOVING ONE (1) PIPELINE, FOR THE TRANSPORTATION OF OIL AND GAS MATERIALS AND TO HAVE THE RIGHT OF INGRESS AND EGRESS AT CONVENIENT POINTS FOR SUCH PURPOSE; THE PIPELINE IS LOCATED WITHIN THE CITY OF MIDLAND RIGHT-OF-WAY, SECTIONS 4, 9, 16, AND 21, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; THE LICENSE TERM IS FOR TWENTY (20) YEARS, COMMENCING WITH THE DATE OF THIS LICENSE AND MAY RENEW AT THE END OF THE TERM FOR ONE ADDITIONAL TWENTY (20) YEAR TERM UPON 90 DAYS WRITTEN REQUEST PRIOR TO EXPIRATION

WHEREAS the City Council finds it to be in the public interest to authorize a right-of-way license with Vitol Midstream Pipeline LLC, located within the City of Midland Right-of-Way, Sections 4, 9, 16, and 21, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas;

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

THAT the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a right-of-way license with Vitol Midstream Pipeline LLC, said license being substantially in the form attached hereto as Exhibit "A" and incorporated herein for all purposes.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Bill Hodge, GIS Manager

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

RIGHT-OF-WAY LICENSE

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF MIDLAND §

THIS RIGHT-OF-WAY LICENSE ("AGREEMENT"), effective this 11th day of September, 2013, by and between THE CITY OF MIDLAND, TEXAS, a home rule municipal corporation, hereinafter called "Licensor", and VITOL MIDSTREAM PIPELINE, L.L.C., 4906 Amb Caffery Parkway, Building B., Suite 201, Lafayette, Louisiana 70508, hereinafter called "Licensee".

Licensee desires use of property owned by the Licensor in Midland County, Texas outside the City of Midland, Texas, for purposes set forth below.

It is the position of the Licensor that Licensee must obtain a license in order to use the public lands of the City. The parties agree the grant herein may be referred to as the "License".

W I T N E S S E T H:

For and in consideration of the execution of this Agreement and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows, to wit:

I. Term

This Agreement shall be for a term of twenty (20) years (the "Initial Term"), commencing with the date of this Agreement, the "Commencement Date," unless terminated earlier as provided hereafter. This Agreement may renew at the end of the Initial Term for one (1) additional term of twenty (20) years, upon the written request of

Licensee received by Licensor on or before ninety (90) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of the Licensor. All work under this Agreement shall be suspended immediately upon termination of the Agreement becoming effective.

Either party may terminate this Agreement at will for any or no reason upon giving at least three hundred sixty five (365) days written notice to the Licensor. The parties to this Agreement understand and agree that it is in the Licensor's sole discretion to cancel the Agreement during the term of the Agreement without penalty to the Licensor. The Licensee 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 Agreement becoming effective.

Upon termination of this Agreement, 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 shall be restored at the expense of the Licensee to its original condition, as close thereto as may be practical, subject to the approval of the Licensor upon inspection by Licensor's GIS Manager, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred and eighty (180) days after termination of this license.

II. Financial Considerations

1. In further consideration for the rights herein granted to Licensee, Licensee shall pay to the Licensor the sum of THIRTY THOUSAND EIGHT HUNDRED FIFTY FIVE and 12/100 Dollars ($30,855.12) per annum, each year payable on or before the anniversary of the commencement date of this license agreement except for the first year of the license agreement. The first year's license fee of THIRTY THOUSAND EIGHT HUNDRED FIFTY FIVE and 12/100 Dollars ($30,855.12) shall be due and payable in advance of the commencement date of this license ("License Fee"). Licensee's failure to make the License Fee payment within thirty (30) days after the License Fee is due shall constitute a late payment and Licensee shall pay the Licensor a late charge of five percent (5%). Licensee shall also pay a one-time surface damage fee to the Licensor for the sum of TWELVE THOUSAND EIGHT HUNDRED FIFTY SIX and 30/100 Dollars ($12,856.30), payable before the commencement date of this license agreement.

2. At the same time the first year License Fee is due, Licensee shall pay a non-refundable onetime fee of $500.00 to the Licensor's GIS Manager. Said fee shall revert to the Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for the License.

3. Prior to commencement of any renewal term, the Licensor and Licensee shall negotiate in good faith to agree to an adjustment of the License Fee. If the Licensor and Licensee are unable to reach an agreement regarding an adjustment to the License Fee, then the License Fee shall be determined by Licensor in its sole discretion, provided the new License Fee shall not exceed twenty-five percent (25%) of the License Fee paid for the last year of the Initial Term.

4. The License Fee payment shall be made to the Licensor at the office of the GIS Manager, P.O. Box 1152, Midland, Texas, 79702. The License Fee payment 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.

III. Use

1. Licensor does hereby grant unto Licensee, the right to enter upon certain property of the City of Midland in Midland County, Texas, being thirty (30) feet from the pipeline center location, with an additional 35 (thirty-five) feet allowed for used during construction, reverting to 30 (thirty) feet total width after completion 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 hereinafter described pipeline location, a 12 (twelve) inch oil and gas pipeline, for the transportation of oil and gas materials and to have the right of ingress and egress at convenient points for such purpose.

2. Licensee covenants and agrees that it will repair any of Licensor's roads that Licensee damages on Licensor's property so that such roads will comply with Licensor's Standard Specifications.

3. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines and water meters owned by the Licensor that Licensee, its employees, its agents or assigns, damage so that such water lines, sewer lines and water meters shall comply with the requirements of the Licensor's Standard

Specifications.

4. Licensee covenants and agrees that it will bury the pipelines to be constructed hereunder at least thirty-six inches (36") in depth. All backfill used in burying such line shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of the City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). The City of Midland shall be afforded the opportunity to test the density on all backfill.

5. Before the Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, the specifications shall be approved by the Licensor's GIS Manager.

6. 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 the 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 the Licensor, in, across, along, over or under any public property occupied by Licensee. In permitting such work to be done, the Licensor shall not be liable to the Licensee for any damage so caused to the Licensee's system, **NOR SHALL THE LICENSOR BE LIABLE TO THE LICENSEE FOR ANY DAMAGES TO THE LICENSEE'S PIPELINE OR CASING, ARISING OUT OF THE**

NEGLIGENCE BY THE LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS. If the Licensor requires the Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade 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 the Licensor, the 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 the Licensor, without claim for reimbursement for the cost of the relocation or for damages against the Licensor. If these requirements impose a financial hardship upon the Licensee, the Licensee shall have the right to present alternative proposals for the Licensor's consideration.

7. 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.

8. It is especially provided, however, that as an express condition of this Agreement, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the premises covered hereby cease 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 days (120) notice, then and in that event, this license shall automatically revert to the Licensor, its successors or assigns, free and clear of any right, title, or interest in the Licensee, or any re-entry by the Licensor.

9. In the event that Licensee desires to reconstruct, repair, maintain, replace or remove any pipeline or casing system 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 the Licensor's GIS Manager for his or her approval. In the event of emergency repairs necessary to restore service, the Licensee shall notify Licensor's GIS Manager before making any repairs if during a Licensor work day and if not on a work day, the Licensee shall notify the Licensor's GIS Manager on the first work day after repairs have begun.

10. The Licensor reserves the right to use the surface or subsurface or airspace above the land covered by this Agreement for any public purpose allowed by law and deemed necessary by the Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by the Licensor on, across, along, under or over said right of way occupied by the Licensee. In the event of such work in connection with said public purposes it shall be deemed necessary by the Licensor, at Licensor's sole discretion, to alter, change, adapt, conform or relocate any pipeline or casing of Licensee, such alteration or change or relocation shall be commenced and completed by the Licensee within one hundred eighty (180) days after being ordered in writing by the Licensor pursuant to directions from the Licensor's City Council without any claim for reimbursement for the cost of the relocation or damages against the Licensor. The relocation 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 the Licensor, payment for alteration or relocation of its

system to which it may be lawfully entitled to under applicable Federal or State laws with respect to relocation payments.

IV. Standard General Conditions

1. **Insurance** - Licensee 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:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit - Personal Injury and Property Damage
Worker's Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 per aggregate or occurrence
Professional Liability:	$2,000,000.00 per claim or per aggregate

This insurance, except Worker's Compensation, shall name the Licensor as an additional insured and all insurance shall waive subrogation in favor of the 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 Agreement.

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 Agreement. All insurance required pursuant to this Agreement, except for Worker's Compensation Insurance, shall name the Licensor as an additional insured on a claims occurred basis. All insurance required pursuant to this Agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Licensor.

The parties agree that, prior to the execution of the Agreement, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

Licensor shall be provided the 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 Agreement.

Licensee 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 as required by Licensee, and name the City of Midland as an additional insured.

Licensee certifies that the one or more certificates 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.

2. **INDEMNITY - THE LICENSEE SHALL INDEMNIFY AND HOLD**

HARMLESS AND DEFEND THE LICENSOR AND ALL OF LICENSOR'S OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, LOSSES, ATTORNEY'S FEES AND EXPENSES OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS OR PROPERTY, ON ACCOUNT OF ANY ACT OF THE LICENSEE, Licensee's contractor or subcontractor, their agents or employees, arising directly or indirectly or in any way connected with the placement, construction, operations, repair, maintenance, replacement or removal of any part of the Licensee's pipeline or casing system in the Licensor's rights of way. The Licensee will be required to pay any judgment with costs which may be obtained against the Licensor or any of its officers, agents, or employees including attorney's fees.

THE LICENSEE AGREES THAT LICENSEE WILL INDEMNIFY AND SAVE THE LICENSOR 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 PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR CASING SYSTEM DESCRIBED HEREIN.

THE LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND

DEFEND THE LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE 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 LICENSEE, LICENSEE'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 LICENSEE OR LICENSEE'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF THE LICENSEE'S PIPELINE OR CASING SYSTEM IN THE LINCENSOR'S RIGHT OF WAY. THE LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

3. **Assignment** - The rights granted by this Agreement inure to the benefit of the Licensee. The rights and privileges shall not be assignable by Licensee, with the exception of an assignment by Licensee to an affiliated entity, without the express written consent of the governing body of the Licensor. Any required consent is to be evidenced by an ordinance or resolution of the governing body of the Licensor 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.

4. **Independent Contractor** - It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Licensor; that Licensee 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 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 and services described hereunder shall be considered an officer, agent, servant or employee of the Licensor. 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. Licensee 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. 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.

5. **WAIVER OF ATTORNEY'S FEES - BY EXECUTING THIS AGREEMENT, LICENSEE AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE LICENSOR, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, OR INTERPRETATION OF THE AGREEMENT. THE LICENSEE SPECIFICALLY AGREES THAT IF THE LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE 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 THE AGREEMENT. THE LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE LICENSOR AND THE LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

6. **Governing Law & Venue** - 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 been performed in Midland County, Texas.

7. **RELEASE - NOTWITHSTANDING ANY OTHER PROVISIONS, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, 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.

8. **Sovereign Immunity** - By executing this Agreement the Licensor is not waiving its right of sovereign immunity. The Licensor is retaining its immunity from suit. The Licensor is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

9. **Third-party Beneficiary** - The Licensor'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.

10. **Notice** - Any notice or communication required in the administration of this Agreement shall be sent by certified mail, return receipt requested, to the Licensor as follows: GIS Manager, City of Midland, P. O. Box 1152, Midland, Texas, 79702.

Any notice or communication required in the administration of this Agreement shall be sent by certified mail, return receipt requested, to the Licensee as follows: Vitol Midstream Pipeline, L.L.C., James C. Dyer, IV, Vice President, c/o SunCoast Land Services, Inc., 4906 Amb Caffery Parkway, Building B, Suite 201, Lafayette, Louisiana, 70508.

11. **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, Licensee or his legal representative, shall give the City Manager, or any other reasonable official of the Licensor, 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 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 the 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 months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Licensee 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 Licensor from any liability whatsoever. The 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 Agreement are reasonable.

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

LICENSOR:

CITY OF MIDLAND, TEXAS

_____
Courtney Sharp, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Bill Hodge, GIS Manager

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

LICENSEE:

VITOL MIDSTREAM PIPELINE, L.L.C.

_____
James C. Dyer, IV, Vice President

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared James C. Dyer, IV, an officer of VITOL MIDSTREAM PIPELINE, L.L.C., 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 _____, 2013.

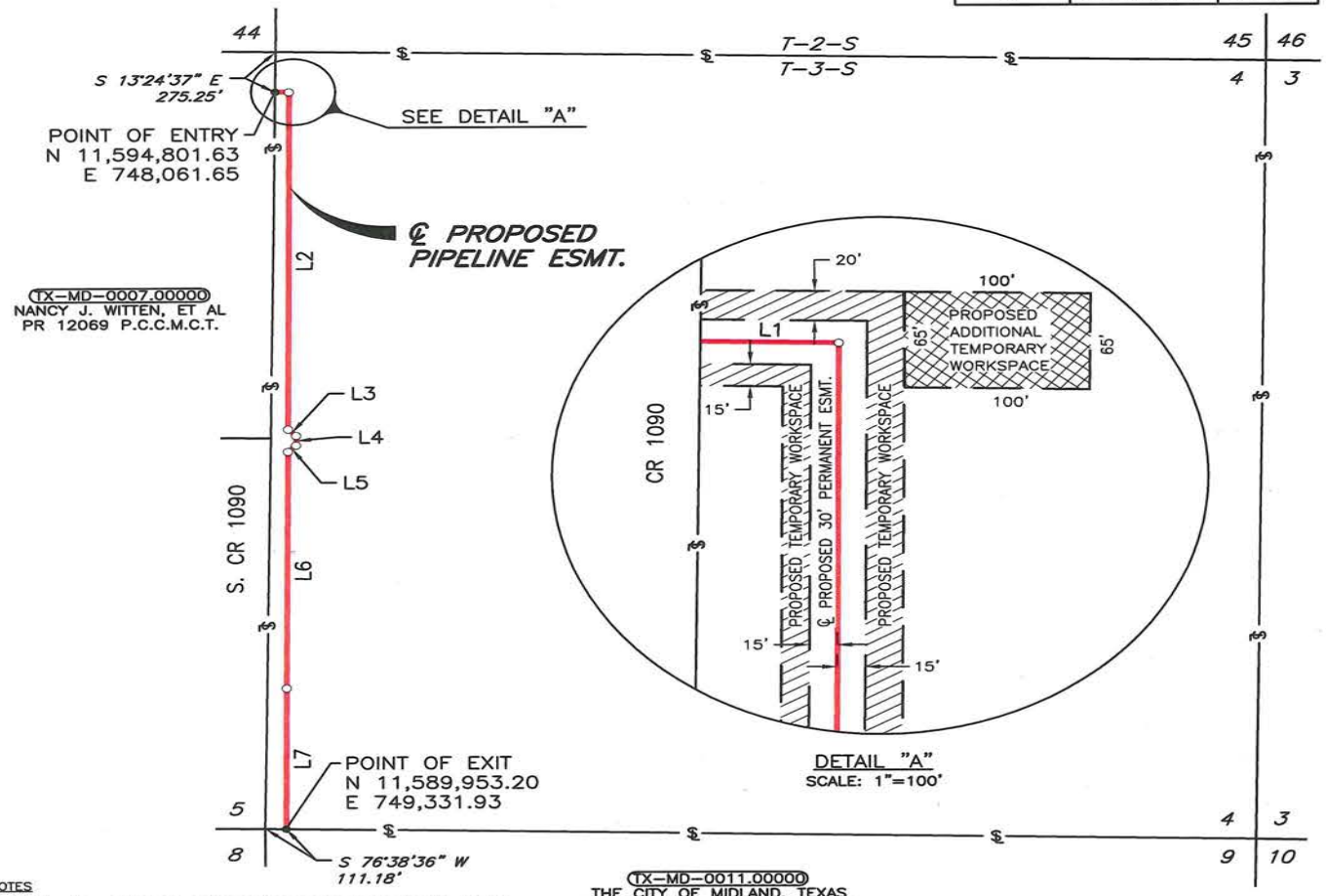
_____
Notary Public, State of Texas

MIDLAND COUNTY, TEXAS

TEXAS & PACIFIC RAILROAD COMPANY SURVEY
SECTION 4, BLOCK 37, TOWNSHIP 3 SOUTH
THE CITY OF MIDLAND, TEXAS
TRACT NO. TX-MD-0009.00000
VOLUME 760 PAGE 466 D.R.M.C.T.
CENTERLINE IS 5,120.48 FEET OR 310.33 RODS LONG
EASEMENT ACREAGE IS 3.53 ACRES
TEMPORARY WORKSPACE ACREAGE IS 4.11 ACRES
ADDITIONAL TEMPORARY WORKSPACE ACREAGE IS 0.15 ACRES

1000 500 0 1000
SCALE IN FEET

LINE TABLE		
LINE No.	DIRECTION	LENGTH
L1	N 76°35'23" E	74.01'
L2	S 13°49'00" E	2,295.57'
L3	S 58°49'00" E	60.62'
L4	S 13°49'00" E	65.23'
L5	S 31°11'00" W	60.62'
L6	S 13°49'00" E	1,606.34'
L7	S 13°54'53" E	958.09'



DETAIL "A"
SCALE: 1"=100'

NOTES

1. All bearings, distances and coordinates are shown as U.S. Survey Feet and referenced to the "Universal Transverse Mercator System", Zone 14, North American Datum of 1983 based on TRIMBLE V.R.S. Network in Midland, TX.
2. The R.O.W. acquisition exhibits reflect the survey as shown in the vesting deed and may not reflect the current survey and abstract per the Texas General Land Office records.
3. A centerline description was prepared in conjunction with this plat.

I, George E. Griffith, do hereby certify that this plat correctly represents a survey made on the ground this date under my supervision and that this plat accurately depicts the evidence as found by this survey.

George E. Griffith
R.P.L.S. No. 1903
April 3, 2013

STATE OF TEXAS
GEORGE E. GRIFFITH
1903
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "A"

NO.	REVISION	DATE
0	ISSUED	04/13

DRAWN BY		DATE
BEB		03/13
CHECKED BY		DATE
KJJ		03/13
ENGR. APPD.		DATE
PROJ. MGR. APPD.		DATE
ALIGN. DWG.		

Eagleton Engineering
2900 N. Loop West, Suite 1000
Houston, Tx. 77092
Phone: 713-871-8787

VITOL MIDSTREAM PIPELINE, L.L.C.

PLAT OF A PROPOSED PIPELINE EASEMENT ACROSS THE CITY OF MIDLAND, TEXAS

MIDLAND COUNTY, TEXAS

SCALE	PROJ. NO.	DWG. NO.	REV.
1"=1000'	VIT-031	TX-MD-0009.00000	

2013 1:03:28 PM BRUCE, BRIAN G:\PROJECTS\VIT-031\MAPPING\PLATS\TX-MD-0009.00000.DWG

Exhibit "B"
Vitol Midstream Pipeline, L.L.C.
TX-MD-0009.00000
The City of Midland, Texas
Midland County, Texas

Being the centerline of a proposed pipeline easement situated in Midland County, Texas being out of the Texas & Pacific Railroad Company Survey being out of Section 4 of Block 37, Township 3 South as described in a vesting deed to The City of Midland, Texas as recorded in Volume 760, Page 466 of the Deed Records of Midland County, Texas (D.R.M.C.T.) and the said proposed easement centerline being described by metes and bounds as follows to-wit:

BEGINNING S 13°24'37" E 275.25 feet from the northwest corner of the aforesaid referred to Section 4 being the POINT OF ENTRY having UTM Zone 14 coordinate values of N 11,594,801.63 and E 748,061.65;

THENCE N 76°35'23" E at 74.01 feet to an angle point;

THENCE S 13°49'00" E at 2,295.57 feet to an angle point;

THENCE S 58°49'00" E at 60.62 feet to an angle point;

THENCE S 13°49'00" E at 65.23 feet to an angle point;

THENCE S 31°11'00" W at 60.62 feet to an angle point;

THENCE S 13°49'00" E at 1,606.34 feet to an angle point;

THENCE S 13°54'53" E at 958.09 feet the south line of the aforesaid referred to Section 4 being the POINT OF EXIT having UTM Zone 14 coordinate values of N 11,589,953.20 and E 749,331.93 from which the southwest corner of Section 4 bears S 76°38'36" W 111.18 feet.

This centerline contains 5,120.48 feet or 310.33 rods, more or less.

Dwg.No. TX-MD-0009.00000 shown as Exhibit "A" was prepared in conjunction with this centerline description.

NOTE: This legal description is the the result of a survey made on the ground under my direct supervision and the subsequent mapping is the result of that survey made in conjunction with record title information as furnished by others and should not be construed to be a boundary survey. The R.O.W. acquisition Exhibits reflect the survey as shown in the vesting deed and may not reflect the current Survey and Abstract per the Texas General Land Office records. The coordinates and bearings depicted herein are cited as U.S. Survey Feet and referenced to UTM Zone 14, North American Datum of 1983 based on Trimble V.R.S. Network in Midland, TX.

Eagleton Engineering

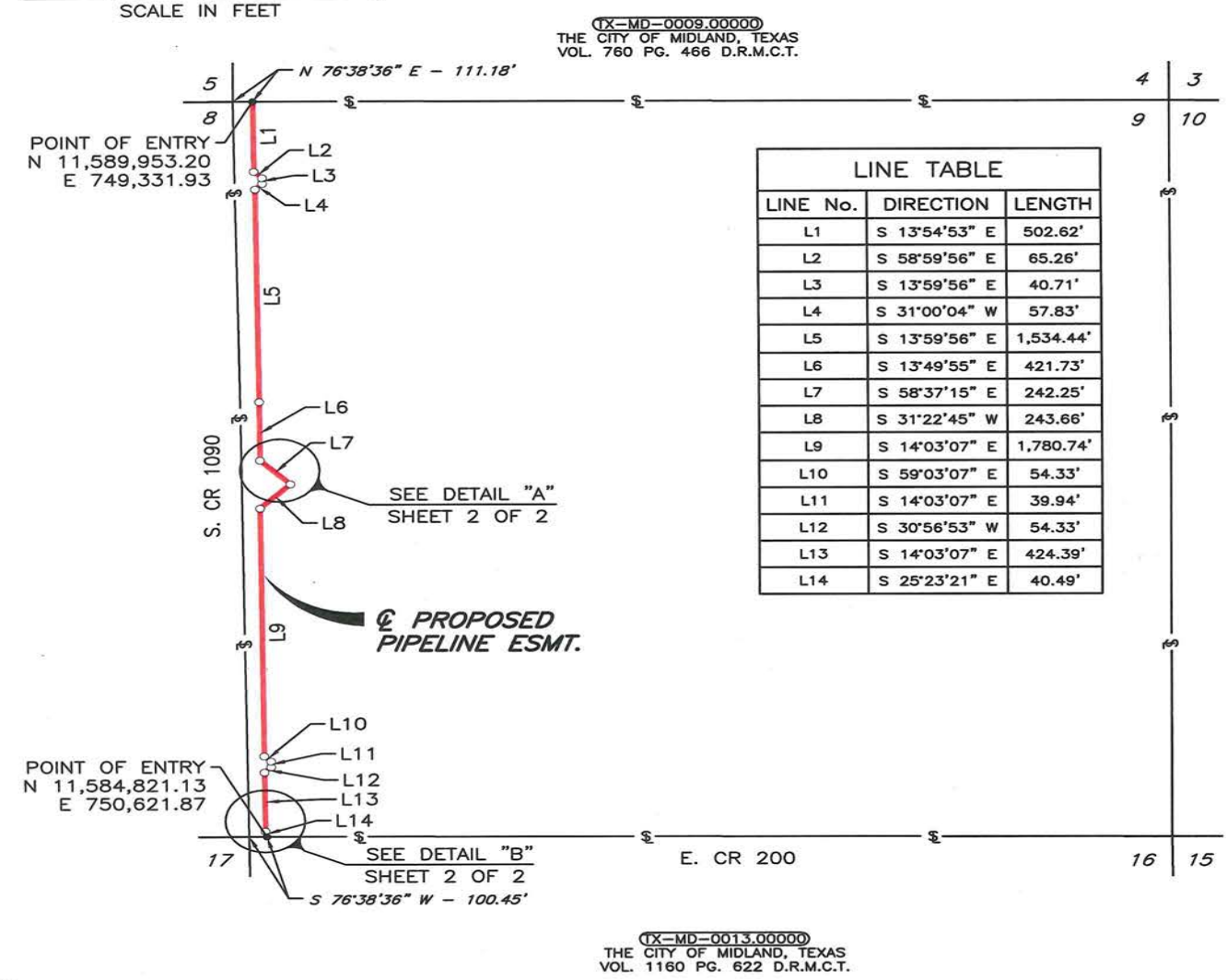
George E Griffith
R.P.L.S. No. 1903
April 3, 2013

Eagleton Engineering
2900 N Loop West, Suite 1000
Houston, TX 77092
713-871-8787

MIDLAND COUNTY, TEXAS

TEXAS & PACIFIC RAILROAD COMPANY SURVEY
SECTION 9, BLOCK 37, TOWNSHIP 3 SOUTH
THE CITY OF MIDLAND, TEXAS
TRACT NO. TX-MD-0011.00000
VOLUME 1278 PAGE 577 O.P.R.M.C.T.
CENTERLINE IS 5,502.72 FEET OR 333.50 RODS LONG
EASEMENT ACREAGE IS 3.79 ACRES
TEMPORARY WORKSPACE ACREAGE IS 4.42 ACRES
ADDITIONAL TEMPORARY WORKSPACE ACREAGE IS 0.45 ACRES

1000 500 0 1000
SCALE IN FEET



LINE TABLE		
LINE No.	DIRECTION	LENGTH
L1	S 13°54'53" E	502.62'
L2	S 58°59'56" E	65.26'
L3	S 13°59'56" E	40.71'
L4	S 31°00'04" W	57.83'
L5	S 13°59'56" E	1,534.44'
L6	S 13°49'55" E	421.73'
L7	S 58°37'15" E	242.25'
L8	S 31°22'45" W	243.66'
L9	S 14°03'07" E	1,780.74'
L10	S 59°03'07" E	54.33'
L11	S 14°03'07" E	39.94'
L12	S 30°56'53" W	54.33'
L13	S 14°03'07" E	424.39'
L14	S 25°23'21" E	40.49'

NOTES

1. All bearings, distances and coordinates are shown as U.S. Survey Feet and referenced to the "Universal Transverse Mercator System", Zone 14, North American Datum of 1983 based on TRIMBLE V.R.S. Network in Midland, TX.
2. The R.O.W. acquisition exhibits reflect the survey as shown in the vesting deed and may not reflect the current survey and abstract per the Texas General Land Office records.
3. A centerline description was prepared in conjunction with this plat.

I, George E. Griffith, do hereby certify that this plat correctly represents a survey made on the ground this date under my supervision and that this plat accurately depicts the evidence as found by this survey.

George E. Griffith
R.P.L.S. No. 1903
April 3, 2013

STATE OF TEXAS
GEORGE E. GRIFFITH
1903
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "A" SHEET 1 OF 2

NO.	REVISION	DATE
0	ISSUED	04/13

DRAWN BY	BEB	DATE 03/13
CHECKED BY	KJJ	DATE 03/13
ENGR. APPD.		DATE
PROJ. MGR. APPD.		DATE
ALIGN. DWG.		

Eagleton Engineering
2900 N. Loop West, Suite 1000
Houston, Tx. 77092
Phone: 713-871-8787

VITOL MIDSTREAM PIPELINE, L.L.C.

PLAT OF A PROPOSED PIPELINE EASEMENT ACROSS THE CITY OF MIDLAND, TEXAS

MIDLAND COUNTY, TEXAS

SCALE	PROJ. NO.	DWG. NO.	REV.
1"=1000'	VIT-031	TX-MD-0011.00000	

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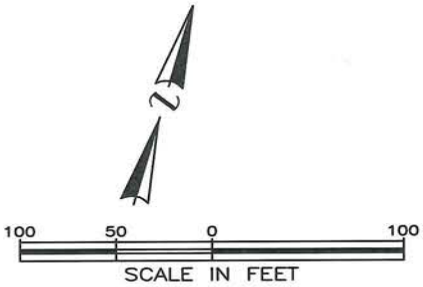
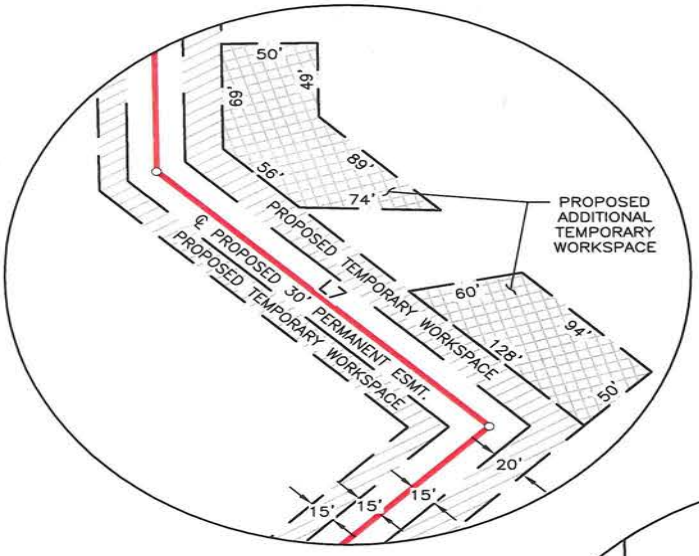
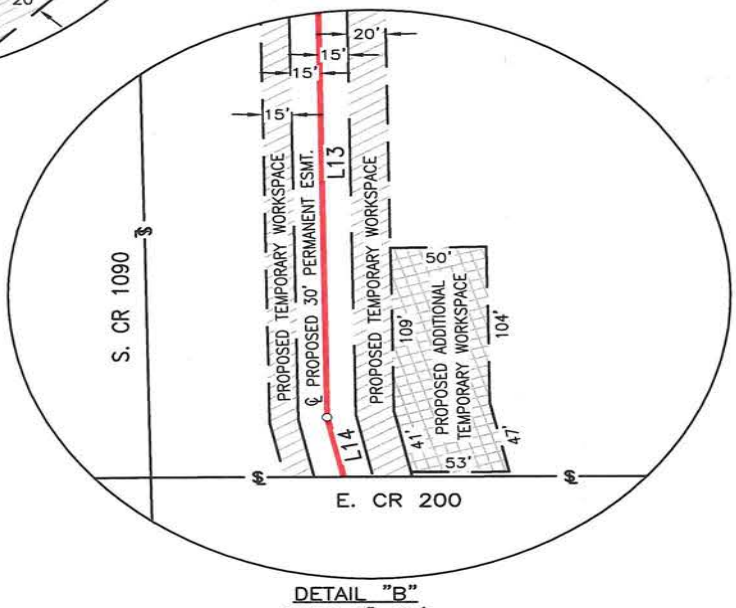
MIDLAND COUNTY, TEXAS

TEXAS & PACIFIC RAILROAD COMPANY SURVEY
SECTION 9, BLOCK 37, TOWNSHIP 3 SOUTH
THE CITY OF MIDLAND, TEXAS
TRACT NO. TX-MD-0011.00000





DETAIL "A"
SCALE: 1"=100'



DETAIL "B"
SCALE: 1"=100'

EXHIBIT "A" SHEET 2 OF 2

NO.	REVISION	DATE
0	ISSUED	04/13

DRAWN BY	DATE
BEB	03/13
CHECKED BY	DATE
KJJ	03/13
ENGR. APPD.	DATE
PROJ. MGR. APPD.	DATE
ALIGN. DWG.	

Eagleton Engineering
2900 N. Loop West, Suite 1000
Houston, Tx. 77092
Phone: 713-871-8787

VITOL MIDSTREAM PIPELINE, L.L.C.

PLAT OF A PROPOSED PIPELINE EASEMENT ACROSS THE CITY OF MIDLAND, TEXAS

MIDLAND COUNTY, TEXAS

SCALE	PROJ. NO.	DWG. NO.	REV.
1"=100'	VIT-031	TX-MD-0011.00000	

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Exhibit "B"
Vitol Midstream Pipeline, L.L.C.
TX-MD-0011.00000
The City of Midland, Texas
Midland County, Texas

Being the centerline of a proposed pipeline easement situated in Midland County, Texas being out of the Texas & Pacific Railroad Company Survey being out of Section 9 of Block 37, Township 3 South as described in a vesting deed to The City of Midland, Texas as recorded in Volume 1278, Page 577 of the Official Public Records of Midland County, Texas (O.P.R.M.C.T.) and the said proposed easement centerline being described by metes and bounds as follows to-wit:

BEGINNING N 76°38'36" E 111.18 feet from the northwest corner of the aforesaid referred to Section being the POINT OF ENTRY having UTM Zone 14 coordinate values of N 11,589,953.20 and E 749,331.93;

THENCE S 13°54'53" E at 502.62 feet to an angle point;

THENCE S 58°59'56" E at 65.26 feet to an angle point;

THENCE S 13°59'56" E at 40.71 feet to an angle point;

THENCE S 31°00'04" W at 57.83 feet to an angle point;

THENCE S 13°59'56" E at 1,534.44 feet to an angle point;

THENCE S 13°49'55" E at 421.73 feet to an angle point;

THENCE S 58°37'15" E at 242.25 feet to an angle point;

THENCE S 31°22'45" W at 243.66 feet to an angle point;

THENCE S 14°03'07" E at 1,780.74 feet to an angle point;

THENCE S 59°03'07" E at 54.33 feet to an angle point;

THENCE S 14°03'07" E at 39.94 feet to an angle point;

THENCE S 30°56'53" W at 54.33 feet to an angle point;

THENCE S 14°03'07" E at 424.39 feet to an angle point;

THENCE S 25°23'21" E at 40.49 feet the south line of the aforesaid referred to Section 9 being the POINT OF EXIT having UTM Zone 14 coordinate values of N 11,584,821.13 and E 750,621.87 from which the southwest corner of Section 9 bears S 76°38'36" W 100.45 feet.

This centerline contains 5,502.72 feet or 333.50 rods, more or less.

Dwg.No. TX-MD-0011.00000 shown as Exhibit "A" was prepared in conjunction with this centerline description.

NOTE: This legal description is the the result of a survey made on the ground under my direct supervision and the subsequent mapping is the result of that survey made in conjunction with record title information as furnished by others and should not be construed to be a boundary survey. The R.O.W. acquisition Exhibits reflect the survey as shown in the vesting deed and may not reflect the current Survey and Abstract per the Texas General Land Office records. The coordinates and bearings depicted herein are cited as U.S. Survey Feet and referenced to UTM Zone 14, North American Datum of 1983 based on Trimble V.R.S. Network in Midland, TX.

Eagleton Engineering

George E Griffith
R.P.L.S. No. 1903
April 3, 2013

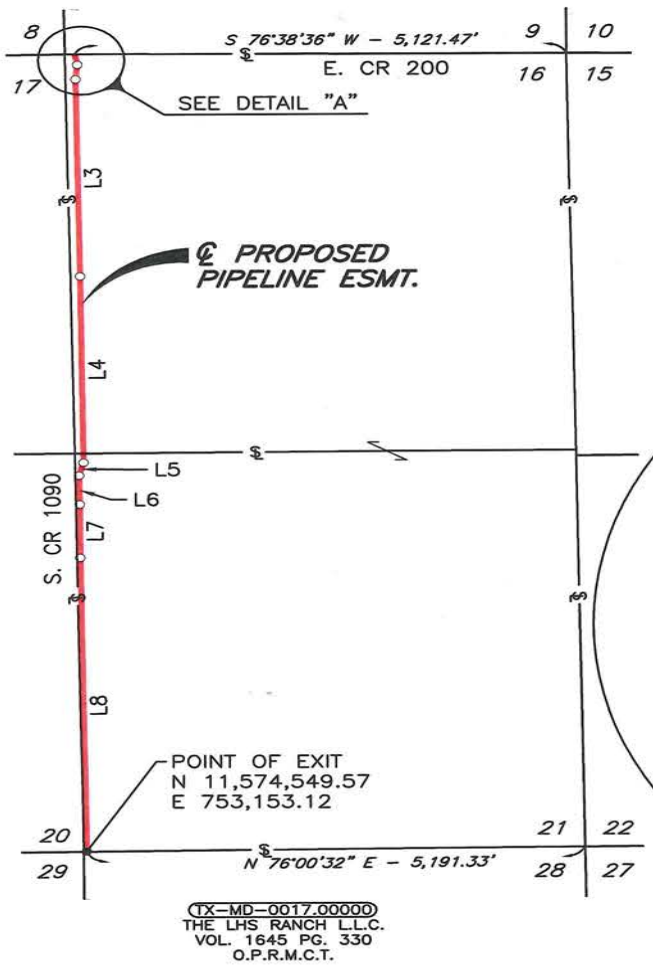
Eagleton Engineering
2900 N Loop West, Suite 1000
Houston, TX 77092
713-871-8787

MIDLAND COUNTY, TEXAS

TEXAS & PACIFIC RAILROAD COMPANY SURVEY
SECTIONS 16 & 21, BLOCK 37, TOWNSHIP 3 SOUTH
THE CITY OF MIDLAND, TEXAS
TRACT NO. TX–MD–0013.00000
VOLUME 1160 PAGE 622 D.R.M.C.T.
CENTERLINE IS 10,589.63 FEET OR 641.80 RODS LONG
EASEMENT ACREAGE IS 7.29 ACRES
TEMPORARY WORKSPACE ACREAGE IS 8.51 ACRES
ADDITIONAL TEMPORARY WORKSPACE ACREAGE IS 0.21 ACRES

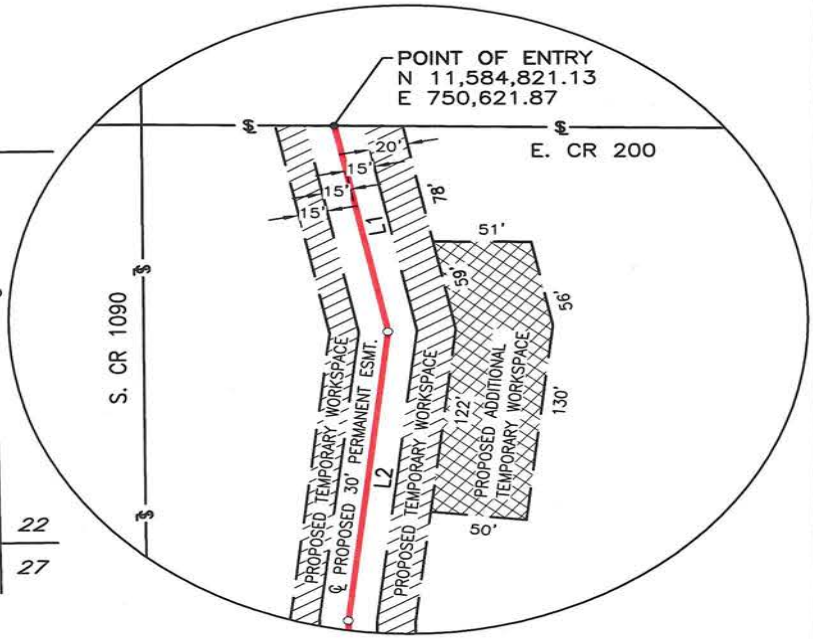
2000 1000 0 2000
SCALE IN FEET

(TX–MD–0011.00000)
THE CITY OF MIDLAND, TEXAS
VOL. 1278 PG. 577
O.P.R.M.C.T.



(TX–MD–0017.00000)
THE LHS RANCH L.L.C.
VOL. 1645 PG. 330
O.P.R.M.C.T.

LINE TABLE		
LINE No.	DIRECTION	LENGTH
L1	S 25°23'21" E	138.47'
L2	S 07°34'47" E	192.96'
L3	S 14°02'54" E	2,613.62'
L4	S 13°59'28" E	2,481.15'
L5	S 01°56'33" W	177.39'
L6	S 14°16'40" E	381.01'
L7	S 13°36'12" E	706.20'
L8	S 14°13'31" E	3,898.83'



DETAIL "A"
SCALE: 1"=100'

NOTES

1. All bearings, distances and coordinates are shown as U.S. Survey Feet and referenced to the "Universal Transverse Mercator System", Zone 14, North American Datum of 1983 based on TRIMBLE V.R.S. Network in Midland, TX.
2. The R.O.W. acquisition exhibits reflect the survey as shown in the vesting deed and may not reflect the current survey and abstract per the Texas General Land Office records.
3. A centerline description was prepared in conjunction with this plat.

I, George E. Griffith, do hereby certify that this plat correctly represents a survey made on the ground this date under my supervision and that this plat accurately depicts the evidence as found by this survey.

George E. Griffith
R.P.L.S. No. 1903
April 3, 2013

STATE OF TEXAS · GEORGE E. GRIFFITH · 1903 · PROFESSIONAL LAND SURVEYOR

EXHIBIT "A"

NO.	REVISION	DATE
0	ISSUED	04/13

DRAWN BY	DATE
BEB	03/13
CHECKED BY	DATE
KJJ	03/13
ENGR. APPD.	DATE
PROJ. MGR. APPD.	DATE
ALIGN. DWG.	

Eagleton Engineering
2900 N. Loop West, Suite 1000
Houston, Tx. 77092
Phone: 713-871-8787

VITOL MIDSTREAM PIPELINE, L.L.C.

PLAT OF A PROPOSED PIPELINE EASEMENT ACROSS THE CITY OF MIDLAND, TEXAS

MIDLAND COUNTY, TEXAS

SCALE	PROJ. NO.	DWG. NO.	REV.
1"=2000'	VIT–031	TX–MD–0013.00000	

2013 12:57:47 PM BRUCE, BRIAN G:\PROJECTS\VIT-031\MAPPING\PLATS\TX-MD-0013.00000_REV.DWG

Exhibit "B"
Vitol Midstream Pipeline, L.L.C.
TX-MD-0013.00000
The City of Midland, Texas
Midland County, Texas

Being the centerline of a proposed pipeline easement situated in Midland County, Texas being out of the Texas & Pacific Railroad Company Survey, being out of Sections 16 & 21 of Block 37, Township 3 South as described in a vesting deed to The City of Midland, Texas as recorded in Volume 1160, Page 622 of the Deed Records of Midland County, Texas (D.R.M.C.T.) and the said proposed easement centerline being described by metes and bounds as follows to-wit:

BEGINNING S 76°38'36" W 5,121.47 feet from the northeast corner of the aforesaid referred to Section 16 being the POINT OF ENTRY having UTM Zone 14 coordinate values of N 11,584,821.13 and E 750,621.87;

THENCE S 25°23'21" E at 138.47 feet to an angle point;

THENCE S 07°34'47" E at 192.96 feet to an angle point;

THENCE S 14°02'54" E at 2,613.62 feet to an angle point;

THENCE S 13°59'28" E at 2,481.15 feet to an angle point;

THENCE S 01°56'33" W at 177.39 feet to an angle point;

THENCE S 14°16'40" E at 381.01 feet to an angle point;

THENCE S 13°36'12" E at 706.20 feet to an angle point;

THENCE S 14°13'31" E at 3,898.83 feet the south line of the aforesaid referred to Section 21 being the POINT OF EXIT having UTM Zone 14 coordinate values of N 11,574,549.57 and E 753,153.12 from which the southeast corner of Section 21 bears N 76°00'32" E 5,191.33 feet.

This centerline contains 10,589.63 feet or 641.80 rods, more or less.

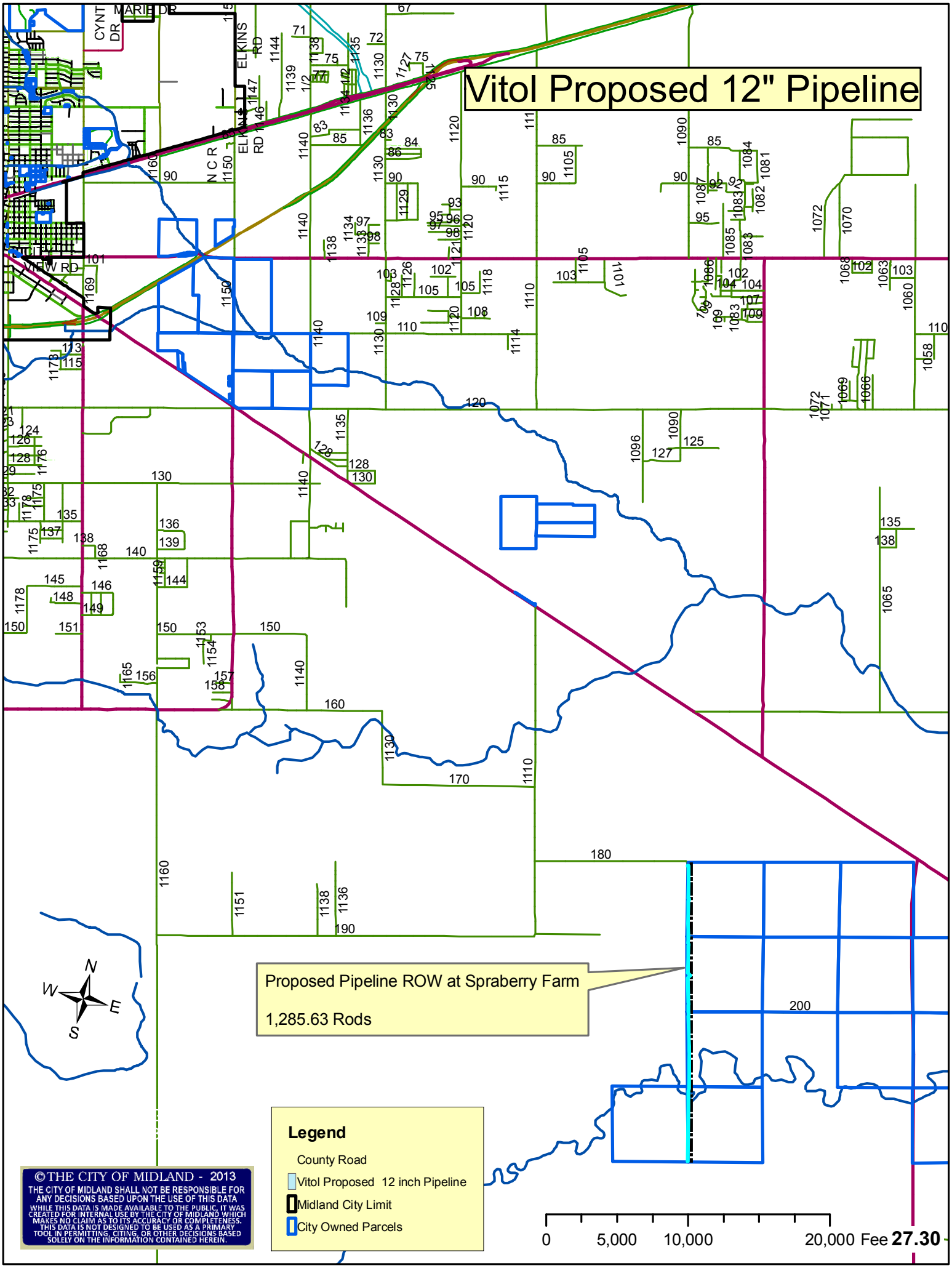
Dwg.No. TX-MD-0013.00000 shown as Exhibit "A" was prepared in conjunction with this centerline description.

NOTE: This legal description is the the result of a survey made on the ground under my direct supervision and the subsequent mapping is the result of that survey made in conjunction with record title information as furnished by others and should not be construed to be a boundary survey. The R.O.W. acquisition Exhibits reflect the survey as shown in the vesting deed and may not reflect the current Survey and Abstract per the Texas General Land Office records. The coordinates and bearings depicted herein are cited as U.S. Survey Feet and referenced to UTM Zone 14, North American Datum of 1983 based on Trimble V.R.S. Network in Midland, TX.

Eagleton Engineering

George E Griffith
R.P.L.S. No. 1903
April 3, 2013

Eagleton Engineering
2900 N Loop West, Suite 1000
Houston, TX 77092
713-871-8787


Vitol Proposed 12" Pipeline
Proposed Pipeline ROW at Spraberry Farm
1,285.63 Rods
Legend
County Road
Vitol Proposed 12 inch Pipeline
Midland City Limit
City Owned Parcels
©THE CITY OF MIDLAND - 2013
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA
WHILE THIS DATA IS MADE AVAILABLE TO THE PUBLIC, IT WAS CREATED FOR INTERNAL USE BY THE CITY OF MIDLAND WHICH MAKES NO CLAIM AS TO ITS ACCURACY OR COMPLETENESS. THIS DATA IS NOT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING, CITING, OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
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20,000 Fee 27.30
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City Council Agenda

Approved for Agenda:
sreyes
City Manager's Office

MEETING DATE: 9/10/2013

TO: City Council / City Manager

FROM: David Beard,

SUBJECT: Consider a resolution authorizing the execution of a Public Improvement Development Agreement with DJK, Inc. (John Bushman) for the future design and construction of a water main extension along the west side of FM 1788 to serve the West Terminal Addition - Section 2; said agreement being authorized by Section 395.081 of the Texas Local Government Code. (District #4 - Trost)

Purpose:

Consider a resolution authorizing the execution of a Public Improvement Development Agreement with DJK, Inc. (John Bushman) for the future design and construction of a water main extension along the west side of FM 1788 to serve the West Terminal Addition - Section 2; said agreement being authorized by Section 395.081 of the Texas Local Government Code. (District #4 - Trost)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

That upon receipt of $82,500 from developer said funds shall be deposited into the Water and Sewer Fund (300) the sum of $82,500 shall be appropriated from the Water and Sewer Fund (300) Unappropriated Fund Balance (5650) to the West Terminal Addition Public Improvement Development Agreement Project (9062)

Discussion:

At the April 9, 2013 council meeting, the council authorized staff to prepare a development agreement and collect $82,500 from the developer of the West Terminal Addition – Section 2 for water main extension along the west side of FM 1788 from a point sorth of the CRMWD Terminal Reservoir to the south limits of the West Terminal Addition – Section 2. The money will be accepted through a development agreement and deposited into the Water and Sewer Fund. The approval of

this resolution will allow the money collected from this development agreement to be reallocated to the newly created project. Engineering staff supports the approval of this Development Agreement.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC IMPROVEMENT DEVELOPMENT AGREEMENT WITH DJK, INC. FOR WATER MAIN IMPROVEMENTS TO WEST TERMINAL ADDITION, SECTION 2; AND APPROPRIATING FUNDS THEREFOR; SAID AGREEMENT BEING AUTHORIZED BY SECTION 395.081 OF THE TEXAS LOCAL GOVERNMENT CODE

WHEREAS, an adjoining landowner of West Terminal Addition, Section 2, DJK, Inc. ("DJK"), has requested City participation in water main improvements to West Terminal Addition, Section 2; and

WHEREAS, the City Council finds that in accordance with Section 395.081 of the Texas Local Government Code that the City of Midland will benefit from allowing DJK to participate in water main improvements to West Terminal Addition, Section 2, and thereby promote the health, safety, and public welfare and provide for efficient and well-planned urban growth and development; and

WHEREAS, the City Council finds it to be in the public interest to execute an agreement with DJK which sets forth the extent of the landowner's participation in the construction of public improvements; and

WHEREAS, the City has not adopted an impact fee, any obligation incurred or owed by the adjoining landowner, DJK, shall constitute payment of a proportional share of the cost of the capital improvements constructed as provided for in Section 395.081 of the Texas Local Government Code;

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

SECTION ONE. That the recitals stated above are hereby adopted and approved for all purposes.

SECTION TWO. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a public improvement development agreement with DJK, Inc. Said agreement is attached hereto as

Exhibit "A" and is incorporated herein for all purposes.

SECTION THREE. That the City Treasurer is hereby authorized and directed, upon receipt of $82,500 from DJK, Inc. under said agreement, to deposit said funds into the Water and Sewer Fund (300) of the City of Midland; and that said funds shall be appropriated from the Water and Sewer Fund (300) Unappropriated Fund Balance (5650) to the West Terminal Addition Public Improvement Development Agreement Project (9062).

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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

_____
Robert McNaughton, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Engineering Services Director

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

PUBLIC IMPROVEMENT DEVELOPMENT AGREEMENT
BETWEEN DJK, INC.
AND THE CITY OF MIDLAND, TEXAS

THIS AGREEMENT ("Agreement") is made and effective as of the 11th day of September, 2013, by and between DJK, Inc. ("Developer") and the City of Midland, Texas ("City"), a home rule municipal corporation.

WITNESSETH:

WHEREAS, the City and Developer find it to be to their mutual advantage to enter into this agreement for the construction of appropriate and necessary public facilities; and

WHEREAS, the City finds that in accordance with Section 395.081 of the Texas Local Government Code that the City will benefit by allowing the Developer to participate in water main improvements along Farm-to-Market Road 1788 and thereby promote the health, safety, and public welfare and provide for efficient and well-planned urban growth and development;

NOW, THEREFORE, in consideration of the covenants, conditions, and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree to the terms set forth in this Agreement:

I.

The Developer agrees to pay to the City its proportional share of the cost of the public improvements to be constructed as described in Section II hereof. The Developer's proportional share for the water main improvements shall be $55.00 per foot of development that abuts Farm-to-Market Road 1788, not to exceed a total of $82,500.00.

Developer's payment of $82,500.00 shall be due at or before the time of final approval of the plat regarding the public improvements described herein. The City agrees to place the funds paid by Developer under this Agreement in a separate project account of the City. The City shall manage

the project account and agrees to only expend funds therefrom for costs appropriate and necessary for the construction of the public improvements described in Section II.

In the event the City does not commence construction of the public improvements described in Section II within twenty (20) years of the date of this Agreement, and diligently continue such construction to completion, then the City agrees to repay all funds received from Developer hereunder without interest or penalty.

II.

The public improvements to be constructed by the City shall be generally described as follows: The construction of a new water main from the southern boundary of the Colorado River Municipal Water District terminal reservoir, approximately 1,500 feet to the southern right-of-way line of the arterial street described in the West Terminal Addition, Section 2 plat.

Costs appropriate and necessary for said public improvements shall include costs for mobilization, excavation/grading, trenching, installation of pipe, backfill, testing, job site safety/traffic control, construction staking, and contingencies.

III.

The Developer agrees that its payment(s) pursuant to Section I above, constitutes only Developer's public improvement obligation for water main improvements associated with West Terminal Addition, Section 2, Midland County, Texas, and the City agrees that such payment(s) constitute all of Developer's public improvement obligation for said water main improvements.

IV.

This Agreement may be modified or amended only by the mutual written consent of the parties hereto.

V.

This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such matters.

VI.

Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing as follows:

If to Developer:

John Bushman
DJK, Inc.
700 N. Grant St., Suite 600
Odessa, Texas 79761

If to City:

Director of Engineering Services
City of Midland
P.O. Box 1152
Midland, Texas 79702

VII.

Any clause, sentence, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.

VIII.

This Agreement shall be construed under the laws of the State of Texas. Exclusive venue for any cause of action shall be in Midland County, Texas. All the obligations and undertakings of the parties shall be deemed to have occurred in Midland County, Texas.

IX.

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (TEX. CIV. PRAC. & REM. CODE § 37.001 *et seq*., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys fees to which the prevailing party might otherwise be entitled.

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

DEVELOPER AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN

RIGHT. DEVELOPER ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE DEVELOPER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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

X.

DEVELOPER HEREBY RELEASES, RELINQUISHES, ACQUITS 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 DEVELOPER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, DUE PROCESS AND TAKINGS CLAUSES UNDER THE TEXAS AND UNITED STATES CONSTITUTION, TORT CLAIMS OR CITY'S NEGLIGENCE.

XI.

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

XII.

The parties agree that this Agreement is made under the authority of Section 395.081 of the Texas Local Government Code and the laws of the State of Texas and Ordinances and the Charter of the City of Midland. The City finds in accordance with Section 395.081 of the Texas Local Government Code that the City of Midland will benefit by allowing the Developer to participate in funding the public improvements described herein. The City finds that this benefit will promote the public health, safety, and public welfare of the citizens of Midland. The City finds that the benefit the City of Midland receives will be efficient and well-planned urban growth and development, in coordination with public services. The benefit is also that this agreement will help preserve and increase the ad valorem tax base of the City. The City finds that the Developer's land adjoins the capital improvement or is within four (4) miles of the capital improvement. Four (4) miles is the specified distance required in Section 395.081 of the Texas Local Government Code.

EXECUTED in duplicate the day and year first above written.

CITY OF MIDLAND, TEXAS

By:_____
Courtney Sharp, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

DJK, INC.

By: _____
John Bushman, Vice President

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared John Bushman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of DJK, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

_____
Notary Public, State of Texas

Water Distribution - Opinion of Probable Cost

Location:	West Terminal Addition - Section 2				
Engineer:	City of Midland - David Beard				
Water Main Improvements		Quantity	Unit	Unit Price	Total
12" C-900 DR 18		0	LF	42.00	0.00
	Length under paved surface	0			
8" C-900 DR 18		1500	LF	30.00	45000.00
	Length under paved surface	0			
6" C-900 DR 18		60	LF	24.00	1440.00
	Length under paved surface	0			
Imported Backfill Material		0.00	TN	15.00	0.00
	Imported Backfill Material - Unit Weight	120.00	PCF		
Lower Water Main Under Existing Utliliy			EA	1000.00	0.00
16" Tapping Sleeve			EA	4000.00	0.00
12" Tapping Sleeve		1	EA	2500.00	2500.00
8" Tapping Sleeve			EA	1500.00	0.00
6" Tapping Sleeve			EA	1200.00	0.00
12" Gate Valve		0	EA	1700.00	0.00
12" Gate Valve (MJ x F)		0	EA	2000.00	0.00
8" Gate Valve		3	EA	1100.00	3300.00
8" Gate Valve (MJ x F)		1	EA	1100.00	1100.00
6" Gate Valve		0	EA	1000.00	0.00
6" Gate Valve (MJ x F)		3	EA	1000.00	3000.00
Fire Hydrant		3	EA	3000.00	9000.00
Wet Connection		1	EA	2500.00	2500.00
Ductile Iron Fittings		0.19	TN	4000.00	740.00
12" Joint Restraint		0	EA	200.00	0.00
8" Joint Restraint		16	EA	150.00	2400.00
6" Joint Restraint		6	EA	100.00	600.00
24" Bore & Steel Encasement			LF	240.00	0.00
18" Bore & Steel Encasement			LF	180.00	0.00
12" Bore & Steel Encasement			LF	120.00	0.00
1" Water Service (short)			EA	600.00	0.00
1" Water Service (long)			EA	1100.00	0.00
2" Water Service (short)			EA	1500.00	0.00
2" Water Service (long)			EA	2500.00	0.00
Length of Flowable Fill (3 Sac)			LF		
	Volume - Flowable Fill (3 Sac)	0.00	CY	105.00	0.00
	Depth of Flowable Fill (ft)	2.00	FT		
Asphalt Pavement Repair		0	LF	25.00	0.00
Concrete Pavement Repair			LF	35.00	0.00
Erosion Protection ($/100LF)		15.6	LS	500.00	7800.00
Traffic Control / Job Site Safety ($/100LF)		15.6	LF	150.00	2340.00
Construction Staking ($/100LF)		15.6	LS	100.00	1560.00
Contingency (nearest $1000)		15%			12000.00
Construction Total					**$95,280.00**
ROW Acquisition		0	LS	1	0.00
Engineering & Surveying		10%			10000.00
Construction Administration		5%			5000.00
TOTAL					**$110,280.00**
$Cost / LF		1560	LF		**$70.69**

$110,000
X 0.75
$82,500 ✓
DDB 9/2/2013

ENGINEERING DIVISION

West Terminal Addition
(Section 2)

(Water Main Improvements)

Development Agreement

N

MIDLAND
Engineering Services

Map by DDB 09/05/2013

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: 9/10/2013

TO: City Council / City Manager

FROM: David Beard,

SUBJECT: Consider a resolution authorizing the execution of a Public Improvement Development Agreement with Chicory Court Midland, LP (Saleem Jafar) in the amount of $50,000 for the future design and construction of paving improvements to serve the Tahoe Lakes Addition. The subject property is generally located along the east side of Lamesa Rd. approximately 1,800' north of I-20. Said agreement being authorized by Section 395.081 of the Texas Local Government Code. (District #2 – Love)

Purpose:

Consider a resolution authorizing the execution of a Public Improvement Development Agreement with Chicory Court Midland, LP (Saleem Jafar) in the amount of $50,000 for the future design and construction of paving improvements to serve the Tahoe Lakes Addition. The subject property is generally located along the east side of Lamesa Rd. approximately 1,800' north of I-20. Said agreement being authorized by Section 395.081 of the Texas Local Government Code. (District #2 – Love)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

That upon receipt of $50,000 from developer said funds shall be deposited into the General Fund (001) the sum of $50,000 shall be appropriated from the General Fund (001) Unappropriated Fund Balance (5650) to the Tahoe Lakes Addition Public Improvement Development Agreement Project (9064)

Discussion:

The City is proposing to partner with the Developer to construct Latta St. along the frontage of the development serving the Tahoe Lakes Addition. Engineering Staff supports the approval of this development agreement.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC IMPROVEMENT DEVELOPMENT AGREEMENT WITH CHICORY COURT MIDLAND, LP FOR PAVING IMPROVEMENTS TO LATTA STREET; AND APPROPRIATING FUNDS THEREFOR; SAID AGREEMENT BEING AUTHORIZED BY SECTION 395.081 OF THE TEXAS LOCAL GOVERNMENT CODE

WHEREAS, an adjoining landowner of Latta Street, Chicory Court Midland, LP ("Chicory Court Midland"), has requested City participation in paving improvements to Latta Street; and

WHEREAS, the City Council finds that in accordance with Section 395.081 of the Texas Local Government Code that the City of Midland will benefit from allowing Chicory Court Midland to participate in paving improvements to Latta Street and thereby promote the health, safety, and public welfare and provide for efficient and well-planned urban growth and development; and

WHEREAS, the City Council finds it to be in the public interest to execute an agreement with Chicory Court Midland which sets forth the extent of the landowner's participation in the construction of public improvements; and

WHEREAS, the City has not adopted an impact fee, any obligation incurred or owed by the adjoining landowner, Chicory Court Midland, shall constitute payment of a proportional share of the cost of the capital improvements constructed as provided for in Section 395.081 of the Texas Local Government Code;

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

SECTION ONE. That the recitals stated above are hereby adopted and approved for all purposes.

SECTION TWO. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a public improvement development agreement with Chicory Court Midland, LP. Said agreement is

attached hereto as Exhibit "A" and is incorporated herein for all purposes.

SECTION THREE. That the City Treasurer is hereby authorized and directed, upon receipt of $50,000 from Chicory Court Midland, LP under said agreement, to deposit said funds into the General Fund (001) of the City of Midland; and that said funds shall be appropriated from the General Fund (001) Unappropriated Fund Balance (5650) to the Tahoe Lakes Addition Public Improvement Development Agreement Project (9064).

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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

_____
Robert McNaughton, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Engineering Services Director

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

PUBLIC IMPROVEMENT DEVELOPMENT AGREEMENT
BETWEEN CHICORY COURT MIDLAND, LP
AND THE CITY OF MIDLAND, TEXAS

THIS AGREEMENT ("Agreement") is made and effective as of the 11th day of September, 2013, by and between Chicory Court Midland, LP ("Developer") and the City of Midland, Texas ("City"), a home rule municipal corporation.

WITNESSETH:

WHEREAS, the City and Developer find it to be to their mutual advantage to enter into this agreement for the construction of appropriate and necessary public facilities; and

WHEREAS, the City finds that in accordance with Section 395.081 of the Texas Local Government Code that the City will benefit by allowing the Developer to participate in paving improvements to Latta Street and thereby promote the health, safety, and public welfare and provide for efficient and well-planned urban growth and development;

NOW, THEREFORE, in consideration of the covenants, conditions, and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree to the terms set forth in this Agreement:

I.

The Developer agrees to pay to the City its proportional share of the cost of the public improvements to be constructed as described in Section II hereof. The Developer's proportional share for the paving improvements shall be $113.65 per foot of development that abuts Latta Street, not to exceed a total of $50,000.00.

Developer's payment of $50,000.00 shall be due at or before the time of final approval of the plat regarding the public improvements described herein. The City agrees to place the funds paid by Developer under this Agreement in a separate project account of the City. The City shall manage

the project account and agrees to only expend funds therefrom for costs appropriate and necessary for the construction of the public improvements described in Section II.

In the event the City does not commence construction of the public improvements described in Section II within twenty (20) years of the date of this Agreement, and diligently continue such construction to completion, then the City agrees to repay all funds received from Developer hereunder without interest or penalty.

II.

The public improvements to be constructed by the City shall be generally described as follows: The construction of Latta Street from its existing caliche surface to an asphalt surface meeting City of Midland pavement standards, approximately 440 feet adjacent to the property described in the Tahoe Lakes Addition plat.

Costs appropriate and necessary for said public improvements shall include costs for mobilization, excavation/grading, sub-grade preparation, 6" flexible base, compact flexible base, tack coat, HMAC surface course, curb and gutter, striping, job site safety/traffic control, construction staking, and contingencies.

III.

The Developer agrees that its payment(s) pursuant to Section I above, constitutes only Developer's public improvement obligation for Latta Street within Tahoe Lakes Addition, Midland County, Texas, and the City agrees that such payment(s) constitute all of Developer's public improvement obligation for said portion of Latta Street.

IV.

This Agreement may be modified or amended only by the mutual written consent of the parties hereto.

V.

This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such matters.

VI.

Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing as follows:

If to Developer:

Saleem Jafar
Chicory Court Midland, LP
5420 LBJ Freeway, Suite 1355
Dallas, Texas 75240

If to City:

Director of Engineering Services
City of Midland
P.O. Box 1152
Midland, Texas 79702

VII.

Any clause, sentence, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.

VIII.

This Agreement shall be construed under the laws of the State of Texas. Exclusive venue for any cause of action shall be in Midland County, Texas. All the obligations and undertakings of the parties shall be deemed to have occurred in Midland County, Texas.

IX.

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (TEX. CIV. PRAC. & REM. CODE § 37.001 *et seq*., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys fees to which the prevailing party might otherwise be entitled.

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

DEVELOPER AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN

RIGHT. DEVELOPER ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE DEVELOPER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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

X.

DEVELOPER HEREBY RELEASES, RELINQUISHES, ACQUITS 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 DEVELOPER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, DUE PROCESS AND TAKINGS CLAUSES UNDER THE TEXAS AND UNITED STATES CONSTITUTION, TORT CLAIMS OR CITY'S NEGLIGENCE.

XI.

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

XII.

The parties agree that this Agreement is made under the authority of Section 395.081 of the Texas Local Government Code and the laws of the State of Texas and Ordinances and the Charter of the City of Midland. The City finds in accordance with Section 395.081 of the Texas Local Government Code that the City of Midland will benefit by allowing the Developer to participate in funding the public improvements described herein. The City finds that this benefit will promote the public health, safety, and public welfare of the citizens of Midland. The City finds that the benefit the City of Midland receives will be efficient and well-planned urban growth and development, in coordination with public services. The benefit is also that this agreement will help preserve and increase the ad valorem tax base of the City. The City finds that the Developer's land adjoins the capital improvement or is within four (4) miles of the capital improvement. Four (4) miles is the specified distance required in Section 395.081 of the Texas Local Government Code.

EXECUTED in duplicate the day and year first above written.

CITY OF MIDLAND, TEXAS

By:_____
Courtney Sharp, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

CHICORY COURT MIDLAND, LP
By: CHICORY GP MIDLAND, LLC

Its General Partner

By: _____
Saleem Jafar, Manager

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Saleem Jafar, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of Chicory Court Midland, LP.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

_____
Notary Public, State of Texas

City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: 9/10/2013

TO: City Council / City Manager

FROM: David Beard, City Engineer

SUBJECT: Consider a resolution authorizing the execution of an addendum to the Public Improvement Development Agreement with Vineyard Reserve, LLC for development of Vineyard Addition; and appropriating funds in the amount of $78,750 therefor; said agreement being authorized by Section 395.081 of the Texas Local Government Code. (District #1 - Sparks)

Purpose:

Consider a resolution authorizing the execution of an addendum to the Public Improvement Development Agreement with Vineyard Reserve, LLC for development of Vineyard Addition; and appropriating funds in the amount of $78,750 therefor; said agreement being authorized by Section 395.081 of the Texas Local Government Code. The Vineyard Addition is generally located on the west side of Holiday Hill Road, west of the Green Tree Subdivision. Said amendment is necessary to add a bore under Holiday Hill Road.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

That the sum of $78,750 is hereby appropriated from the Water and Sewer Fund (300) Unappropriated Fund Balance (5650) to the Water and Sewer Construction Fund (305) Utilities (300) Sewer Line to Vineyard Addition Developer Agreement Project (9033)

Discussion:

Additional work to compete the waserwater main installation under Holiday Hill Rd. is required. To complete this work, the developer is requesting an amendment to the current development agreement in the amount of $78,750. Staff recommends approval of the amendment to the development agreement.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN ADDENDUM TO THE PUBLIC IMPROVEMENT DEVELOPMENT AGREEMENT WITH VINEYARD RESERVE, LLC FOR DEVELOPMENT OF VINEYARD ADDITION; AND APPROPRIATING FUNDS IN THE AMOUNT OF $78,750 THEREFOR; SAID AGREEMENT BEING AUTHORIZED BY SECTION 395.081 OF THE TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the City Council, by Resolution No. 2013-050, passed February 12, 2013, authorized the execution of a public improvement development agreement with Vineyard Reserve, LLC, which set forth the extent of the City's participation in the construction of public improvements related to the development of Vineyard Addition; and

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of an addendum to said agreement and to appropriate funds therefor;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, an addendum to the public improvement development agreement with Vineyard Reserve, LLC. Said addendum is marked as Exhibit "A", attached hereto and incorporated herein for all purposes.

SECTION TWO. That the sum of $78,750.00 is hereby appropriated from the Water and Sewer Fund (300) Unappropriated Fund Balance (5650) to the Water and Sewer Construction Fund (305) Utilities (300) Sewer Line to Vineyard Addition Developer Agreement Project (9033).

SECTION THREE. That the City Treasurer is hereby authorized and directed to pay Vineyard Reserve, LLC pursuant to the terms of said addendum, in amount not to exceed $78,750.00, from funds available in the said budget account upon receipt of proper invoice or statement therefor 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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

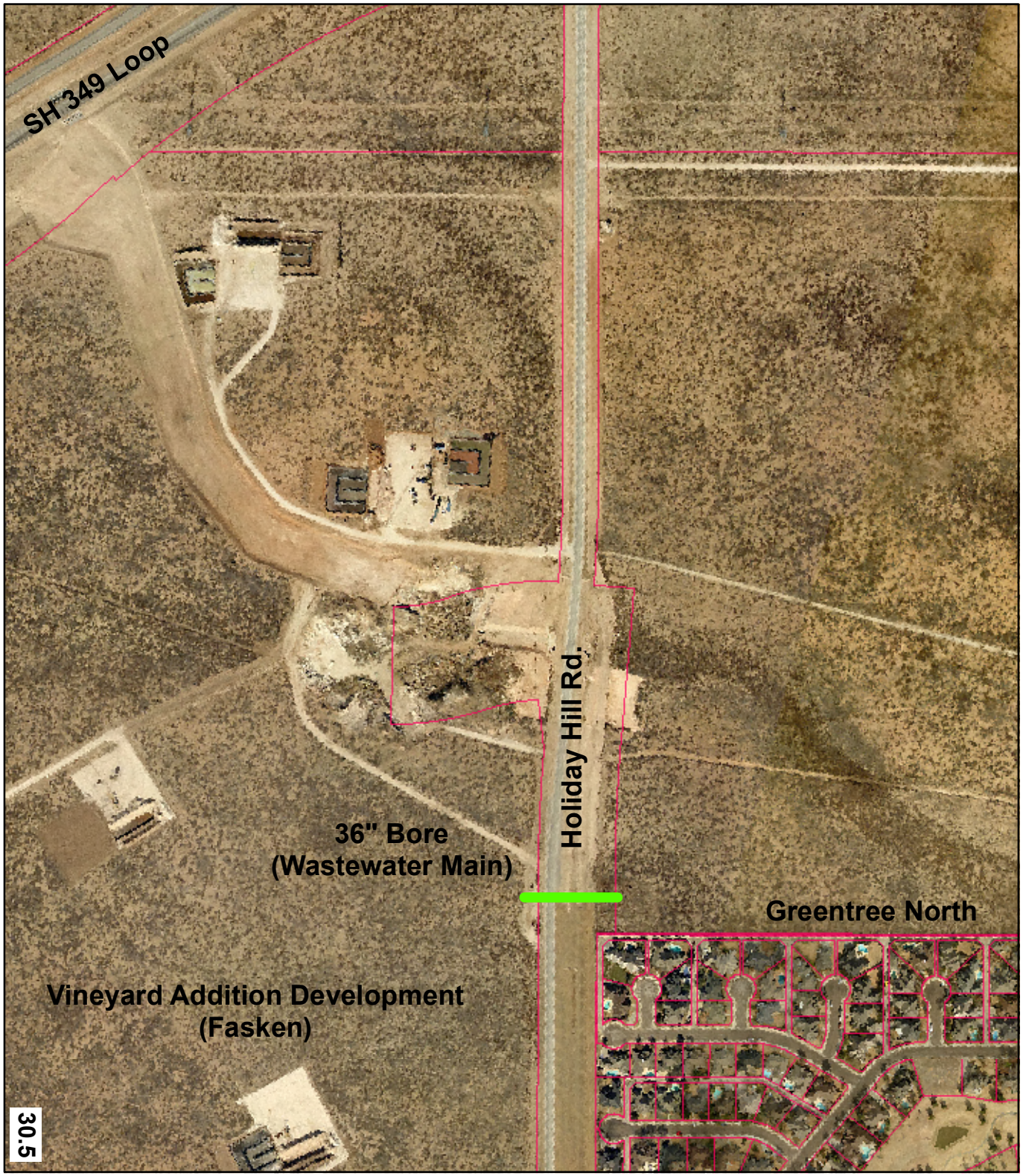
_____
Robert McNaughton, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Engineering Services Director

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney



ENGINEERING DIVISION

36" Bore
Under Holiday Hill Rd.

Development Agreement
Amendment

N

MIDLAND
Engineering Services

Map by DDB 09/05/2013

ADDENDUM TO THE AGREEMENT BETWEEN
THE CITY OF MIDLAND, TEXAS AND
VINEYARD RESERVE, LLC

THIS ADDENDUM is made and effective September 11, 2013, by and between the City of Midland, Texas ("City"), a home-rule municipal corporation, and Vineyard Reserve, LLC ("Developer").

WHEREAS, the City and Developer are parties to that certain Public Improvement Development Agreement dated February 13, 2013 (the "Agreement") regarding the development of the property described as Vineyard Addition, City and County of Midland, Texas (the "Property"); and

WHEREAS, said Agreement was authorized by the City Council by Resolution No. 2013-050; and

WHEREAS, the Agreement has been in full force and effect since its effective date, and has not been allowed to lapse; and

WHEREAS, the City and Developer desire to make certain amendments to said Agreement as shown below;

W I T N E S S E T H:

For and in consideration of the execution of this Addendum and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

ARTICLE I.

The City agrees to participate in the funding of the construction of the public improvements set forth in Exhibit "A", attached hereto and incorporated herein by reference, said amount to be no more than $78,750.00. Notwithstanding anything herein to the contrary, in the event the cost for the public improvements described in Exhibit "A" exceed $78,750.00, the City will reimburse Developer for that amount up to a total $186,192.00 In no case shall the City's contributions to the public improvements required to be constructed on the Property exceed 30 percent of the actual cost of all the public improvements associated with the development without Developer complying with the applicable competitive sealed bid procedures set forth in state law and the ordinances and regulations of the City of Midland, Texas

ARTICLE II.

The Agreement, inclusive of this Addendum, shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

CITY OF MIDLAND

By:_____
Courtney Sharp, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

VINEYARD RESERVE, LLC

By:_____
Charles F. Hedges, Jr., Vice-President

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared CHARLES F. HEDGES, JR., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of VINEYARD RESERVE, LLC, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

_____
Notary Public, State of _____

TEC EXCAVATION, INC.

STATE OF TEXAS HUB CERTIFICATION NO. 1522374490300

TXDOT DBE VENDOR NO. 14302

P.O. BOX 80455
Midland, TX 79708

432-682-2619 Phone
432-684-1151 Fax

TO: CITY OF MIDLAND
CONTACT: DAVID BEARD
TELEPHONE:
FAX:
E-MAIL

PROJECT: FASKEN OIL & RANCH
SEWERLINES T-1 & T-2

DATE: ***7/9/2013***

FASKEN OFF-SITE SEWERLINE BORE UNDER HOLIDAY HILL RD.

DESCRIPTION	*QUANTITY*	*UNIT*	*UNIT PRICE*	*TOTAL*
36" STEEL CASING BY BORE	50	LF	$ 795.00	$ 39,750.00
36" STEEL CASING BY OPEN CUT	130	LF	$ 300.00	$ 39,000.00
TOTAL SEWER IMPROVEMENTS				**$ 78,750.00**

EXCLUSIONS:
SURVEYING/STAKING, CUT SHEETS, BONDS, RE-SEEDING OR REVEGETATION.

RESPECTFULLY SUBMITTED,

ERIC CLUTTER, VICE-PRESIDENT
TEC EXCAVATION, INC.

City Council Agenda

Approved for Agenda:
aturner
City Manager's Office

MEETING DATE: 9/10/2013

TO: City Council / City Manager

FROM: Jeff Cohen, Assistant City Engineer

SUBJECT: Consider a motion on a request by West Engineering Company of Midland, Inc. for the Southern Addition—Section 8, to approve items requested for deferral in the amount of $8667, and to enter into an agreement to accept funds in lieu of constructing public infrastructure. The subject property is generally located on the east side of S. Fort Worth Street, approximately 50 feet south of Washington Avenue. (District #2 — Love)

Purpose:

Consider a motion on a request by West Engineering Company of Midland, Inc. for the Southern Addition—Section 8, to approve items requested for deferral in the amount of $8667, and to enter into an agreement to accept funds in lieu of constructing public infrastructure. The subject property is generally located on the east side of S. Fort Worth Street, approximately 50 feet south of Washington Avenue.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Water Distribution	$0.00
Wastewater Collection	$0.00
Paving	$8667.00
Sidewalk	$0.00
Drainage	$0.00
Total Value of Deferral (recommended items)	$8667.00
Cash deposit or other acceptable security	$8667.00

Discussion:

Southern Addition — Section 8 is generally located in the City Limits of Midland, in Midland County, in the northwest quadrant of Block 120 of the original Southern Addition, approximately ¼-mile south of E. Industrial Avenue and approximately ¼-mile east of S. Main Street. More specifically, the subject property is located on the east side of S. Fort Worth Street approximately 50 feet south of E. Washington Avenue and approximately 150 feet north of south of E. New York Avenue.

West Company of Midland, Inc. is proposing to plat the property and defer the public improvements. Below is a discussion of the public infrastructure and deferral request related to the development of the property associated with this plat:

1. Water Distribution: The applicant is requesting deferral of water distribution improvements. However public infrastructure is in place and a deferral is not necessary.

    * The nearest connection to the City of Midland's water distribution system is in S. Fort Worth Street adjacent to the property.

2. Wastewater Collection: The applicant is requesting a deferral of wastewater collection improvements. However public infrastructure is in place and a deferral is not necessary.

    * The nearest connection to the City of Midland's wastewater collection system is in the alley adjacent to the property.

3. Paving: The applicant is requesting a deferral of paving improvements and curb and gutter improvements along the frontage of S. Fort Worth Street.

    * Access to the site is provided along S. Fort Worth Street.
    * The existing pavement section does not meet the City standard (no curb & gutter).
    * The nearest connection to the City's pavement system with curb & gutter is at New York and Fort Worth, approximately 170 feet to the south.
    * The likelihood of infrastructure construction based on the distance from the nearest existing curb and gutter results in a 0% reduction in cash deposit or other acceptable security.

4. Drainage: A Drainage Study for this site is not required.

5. Sidewalk: The applicant is has agreed to install sidewalks and is not requesting deferral.

Staff supports this deferral request. Attached is a location map, along with a deferral justification from West Company of Midland, Inc.

WEST COMPANY
110 West Louisiana Avenue
Suite 110
Midland, Texas 79701
T: 432.687.0865
F: 432.687.0868
www.team-west.com

May 7, 2013

David Beard
City Engineer – Midland, TX
300 N. Loraine
PO Box 1152
Midland, TX 79702

Attn: City Engineer – COM Engineering Department

Dear Mr. Beard:

Ralph Olano of 0.32 acres of land described as Lot 25, Block 120, Southern Addition, located in Section 35, Block 39, T-1-S, T&P RR Co. Survey, City of Midland, Midland County, Texas located approximately 2,254' east of Big Spring Street, 1,710' south of I-20 (Front Street), and along the west side of S. Fort Worth Street. See attached map for location (Appendix C).

Sewer

West Company of Midland, Inc., on behalf of Ralph Olano (Property Owner), is here by requesting that the City Council defer public improvements for the installation of an offsite sewer main line along Fort Worth Street roadway frontage of exactly 100.0 feet. A city sewer main currently exists along the east property line centered in the alleyway.

Water

West Company of Midland, Inc., on behalf of Ralph Olano (Property Owner), is here by requesting that the City Council defer public improvements for the installation of an offsite water main line along Fort Worth Street roadway frontage of exactly 100.0 feet. Two city water mains are currently available at the project site. One 6" main runs along the west side of Fort Worth Street. The other option is a 10" transite main along the southern boundary line, located in the center of the alleyway.

Paving

West Company of Midland, Inc., on behalf of Ralph Olano (Property Owner), is here by requesting that the City Council defer public improvements for the installation of paving and curb/gutter along Fort Worth Street frontage of exactly 100.0 feet. The existing roadway conditions currently match surrounding roadway conditions (asphalt roads without curb and gutter). At this time, there is no apparent need to improve paving along the property frontage. The applicant is willing to contribute $8667.04 for the future installation of pavement, meeting the City of Midland local street standard. See COM Break Out – Paving (Appendix A).

David Beard
Re: Ralph Olano
May 6, 2013

WEST COMPANY

Sidewalk

The owner plans to include installation of public sidewalks along Fort Worth Street. A 20' alleyway is adjacent to the south and east of the property. These alleyways will not require installation of public sidewalks.

Sidewalk Deferral

Southern Addition, Section 8

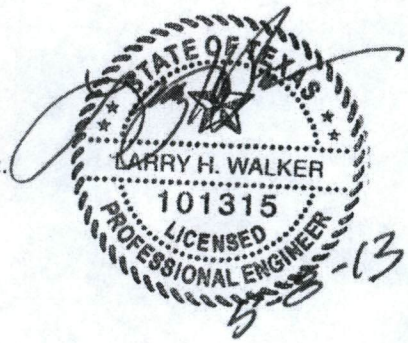
Description	Unit Cost (ft^2)	Total Cost
100.0 LF 5' Sidewalk	$5.00 SF	$500.00
Additional 15% Contingency		$75.00
	TOTAL	**$575.00**

Drainage

Per City of Midland Planning Sketch Plan Comments provided by Jim Compton on 9/12/2012, a drainage plan is not required for this site location.

Should you have any questions regarding this deferral or need further information, please do not hesitate to contact me at (432) 682-0588 or by email at lwalker@team-west.com

Sincerely,



Larry H. Walker, PE, PMP
West Company of Midland, Inc.
Director of Engineering

Enclosures:

Appendix A – COM Spreadsheet Break-out – Paving
Appendix B – Preliminary Plat 11x17
Appendix C – Aerial Site Location (Google Maps)

PENNSYLVANIA AV
NEW YORK AV
WASHINGTON AV
KENTUCKY AV

E WASHINGTON AV
S FORT WORTH ST
S DALLAS ST
E NEW YORK AV
6 cast iron pipe
10 transite
N
W
E
S
1 inch = 80 feet
Legend
Sewer MH
Fire Hydrant
Water Lateral Line
Abandoned Water Mains
Water Transmission Main
Distribution Main, Active
Transmission Main, Active
Abandoned Sewer Mains
Sewer Active
Sewer Pressure Main
Sewer Lateral Line
Parcel
MIDLAND
STEVE BARR
12/11/2012

Paving Deferral - Opinion of Probable Cost

Location: Southern Addition, Section 8 - Ralph Olano
Engineer: West Company of Midland

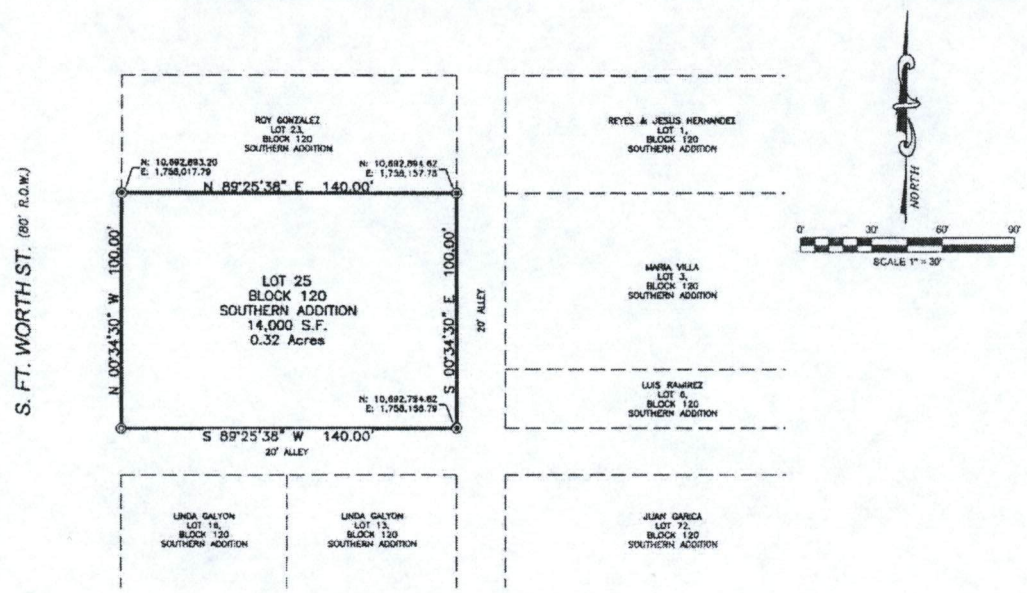
Paving Width	5
Length of Paving	100
Base Rock Depth - Bottom Lift (in)	0
Base Rock Depth - Top Lift (in) - (6" min - 8" max)	6
Base Rock Unit Weight (95% Standard Proctor)	135
Base Rock waste	5%
HMAC thickness (in)	3.5
HMAC waste	5%

Paving	Quantity	Unit	Unit Price	Total
ROW Preparation	100	LF	10.00	1000.00
24" Curb & Gutter	200	LF	15.00	3000.00
Excavation	12.96	CY	5.00	64.81
Scarify / Shape / Compact Sub-grade	77.78	SY	3.50	272.22
Base Rock - Bottom Lift (Material Only)	0.00	TN	9.50	0.00
Base Rock - Top Lift (Material Only)	3.54	TN	9.50	33.67
Shape / Compact Base Rock - Bottom Lift	77.78	SY	3.50	272.22
Shape / Compact Base Rock - Top Lift	11.11	SY	3.50	38.89
Tack Coat	11.11	SY	1.00	11.11
HMAC (Material Only)	2.25	TN	80.00	179.67
Installation of HMAC Surface Course	11.11	SY	4.00	44.44
Erosion Protection ($/100 LF)	1	LS	1000.00	1000.00
Construction Staking ($/100LF)	1	LS	500.00	500.00
Traffic Control / Job Site Safety ($/100LF)	1	LS	250.00	250.00
Contingency (nearest $1000)	15%			1000.00
Construction Total				$7,667.04
ROW Acquisition	0	LS	1	0.00
Engineering & Surveying	10%			1000.00
Construction Administration	5%			0.00
TOTAL				**$8,667.04**

PRELIMINARY PLAT

SOUTHERN ADDITION, SECTION 8

BEING A REPLAT OF LOTS 19-22, BLOCK 120, SOUTHERN ADDITION, LOCATED IN SECTION 35, BLOCK 39, T-1-S, T&P RR. Co. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS



LEGEND

- ⊕ DENOTES SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "WEST CO. MIDLAND"
- ⊙ DENOTES FOUND 1/2-INCH IRON PIPE
- ——— DENOTES BOUNDARY LINE
- - - - - - DENOTES LOT LINE

NOTICE:

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.
3. COORDINATES, BEARINGS, DISTANCES AND AREAS SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO THE "TEXAS COORDINATE SYSTEM", TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983.

© COPYRIGHT 2012 WEST COMPANY OF MIDLAND

UTILITY COMPANY'S CERTIFICATE

This plat has been checked for accessibility of utilities.

ATMOS ENERGY — Print Name:

ONCOR ELECTRIC DELIVERY — Print Name:

SUDDENLINK — Print Name:

GRANDE COMMUNICATIONS — Print Name:

AT&T-TEXAS — Print Name:

SHARYLAND UTILITIES — Print Name:

CERTIFICATE OF APPROVAL

This is to certify that the above and foregoing plat of "Southern Addition, Section 8", was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas on this the _____ day of _____, 2012.

BECKY FERGUSON , CHAIRMAN

CAMERON WALKER, SECRETARY

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, I, Ralph Olano, am the record owner of a tract of land situated in the SE/4 of Section 35, Block 39, T-1-S, T&P RR. Co. Survey, County of Midland, and more particularly described hereon.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, I Ralph Olano, being the owner of the land shown on this plat designated as Southern Addition, Section 8, an Addition to the City of Midland, Midland County, Texas and whose name is subscribed hereto, do hereby dedicate to the public use forever the streets, alleys, and easements shown thereon; and do hereby give an easement of ingress and egress to the City of Midland for garbage and trash collection, and location and maintenance of trash containers and access thereto and condition said that no construction shall commence on said lot or lots until the exact location of said containers therewith have been selected and approved by the Director of Utilities. WITNESS my hand at Midland, Texas, this

the _____ day of _____, 2012.

BY: Ralph Olano

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Ralph Olano, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act as owner, and that he executed the same as the act 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 _____, 2012.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

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

PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES

Marcus L. Hostas, R.P.L.S.
Registration Number 5643

STATE OF TEXAS
MARCUS L. HOSTAS
5643
LAND SURVEYOR

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____ CABINET _____

DATE: _____ PAGE _____

OWNER:
RALPH OLANO
P.O. BOX 8790
MIDLAND, TX. 79708

WEST COMPANY
OF MIDLAND, INC.
ENGINEERS - PLANNERS - SURVEYORS
REGISTRATION FIRM #368
110 W. LOUISIANA AVE., SUITE 110
MIDLAND, TEXAS 79701
(432) 687-0865 - FAX (432)687-0866

SEPTEMBER, 2012

SOUTHERN ADDITION SECTION 8

T:/CIVIL DRAWINGS/2012/2012-0712/PRELIMINARY PLAN/2012-0712 PRELIMINARY PLAT.DWG

ENGINEERING DIVISION

Southern Addition (Section 8)

Request for

Deferral
&
Development Agreement

N

MIDLAND
Engineering Services

Map by DDB 09/05/2013

City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: 9/10/2013

TO: City Council / City Manager

FROM: David Beard, City Engineer

SUBJECT: Consider a resolution authorizing the execution of a Public Improvement Development Agreement with Ralph Olano for the future design and construction of paving improvements to serve the Southern Addition — Section 8; and appropriating funds therefor; said agreement being authorized by Section 395.081 of the Texas Local Government Code. (District #2—Love)

Purpose:

Consider a resolution authorizing the execution of a Public Improvement Development Agreement with Ralph Olano for the future design and construction of paving improvements to serve the Southern Addition — Section 8; and appropriating funds therefor; said agreement being authorized by Section 395.081 of the Texas Local Government Code. The Southern Addition — Section 8 is generally located on the east side of S. Fort Worth Street, approximately 50 feet south of Washington Avenue.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

That upon receipt of $8,667 from developer said funds shall be deposited into the General Fund (001) the sum of $8,667 shall be appropriated from the General Fund (001) Unappropriated Fund Balance (5650) to the Southern Addition, Section 8 ,Public Improvement Development Agreement Project (9063).

Discussion:

The developer and land owner, Ralph Olano, proposes to re-plat four lots in Block 120 of the Southern Addition into one Lot 25 and defer construction of the public improvements (paving of S. Fort Worth Street) adjacent to the property. Mr. Olano has agreed to enter into a Public Improvement Development Agreement with the City of Midland requiring a financial contribution of $8667 for future construction of S. Fort Worth Street.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC IMPROVEMENT DEVELOPMENT AGREEMENT WITH RAFAEL OLANO FOR PAVING IMPROVEMENTS TO SOUTH FORT WORTH STREET; AND APPROPRIATING FUNDS THEREFOR; SAID AGREEMENT BEING AUTHORIZED BY SECTION 395.081 OF THE TEXAS LOCAL GOVERNMENT CODE

WHEREAS, an adjoining landowner of South Fort Worth Street, Rafael Olano ("Olano"), has requested City participation in paving improvements to South Fort Worth Street; and

WHEREAS, the City Council finds that in accordance with Section 395.081 of the Texas Local Government Code that the City of Midland will benefit from allowing Olano to participate in paving improvements to South Fort Worth Street and thereby promote the health, safety, and public welfare and provide for efficient and well-planned urban growth and development; and

WHEREAS, the City Council finds it to be in the public interest to execute an agreement with Olano which sets forth the extent of the landowner's participation in the construction of public improvements; and

WHEREAS, the City has not adopted an impact fee, any obligation incurred or owed by the adjoining landowner, Olano, shall constitute payment of a proportional share of the cost of the capital improvements constructed as provided for in Section 395.081 of the Texas Local Government Code;

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

SECTION ONE. That the recitals stated above are hereby adopted and approved for all purposes.

SECTION TWO. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a public improvement development agreement with Rafael Olano. Said agreement is attached hereto

as Exhibit "A" and is incorporated herein for all purposes.

SECTION THREE. That the City Treasurer is hereby authorized and directed, upon receipt of $8,667 from Rafael Olano under said agreement, to deposit said funds into the General Fund (001) of the City of Midland; and that said funds shall be appropriated from the General Fund (001) Unappropriated Fund Balance (5650) to the Southern Addition, Section 8, Public Improvement Development Agreement Project (9063).

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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

_____
Robert McNaughton, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Engineering Services Director

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

PUBLIC IMPROVEMENT DEVELOPMENT AGREEMENT
BETWEEN RAFAEL OLANO
AND THE CITY OF MIDLAND, TEXAS

THIS AGREEMENT ("Agreement") is made and effective as of the 11th day of September, 2013, by and between Rafael Olano ("Developer") and the City of Midland, Texas ("City"), a home rule municipal corporation.

WITNESSETH:

WHEREAS, the City and Developer find it to be to their mutual advantage to enter into this agreement for the construction of appropriate and necessary public facilities; and

WHEREAS, the City finds that in accordance with Section 395.081 of the Texas Local Government Code that the City will benefit by allowing the Developer to participate in paving improvements to South Fort Worth Street and thereby promote the health, safety, and public welfare and provide for efficient and well-planned urban growth and development;

NOW, THEREFORE, in consideration of the covenants, conditions, and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree to the terms set forth in this Agreement:

I.

The Developer agrees to pay to the City its proportional share of the cost of the public improvements to be constructed as described in Section II hereof. The Developer's proportional share for the paving improvements shall be $86.67 per foot of development that abuts South Fort Worth Street, not to exceed a total of $8,667.00.

Developer's payment of $8,667.00 shall be due at or before the time of final approval of the plat regarding the public improvements described herein. The City agrees to place the funds paid by Developer under this Agreement in a separate project account of the City. The City shall manage

the project account and agrees to only expend funds therefrom for costs appropriate and necessary for the construction of the public improvements described in Section II.

In the event the City does not commence construction of the public improvements described in Section II within twenty (20) years of the date of this Agreement, and diligently continue such construction to completion, then the City agrees to repay all funds received from Developer hereunder without interest or penalty.

II.

The public improvements to be constructed by the City shall be generally described as follows: The construction of South Fort Worth Street from its existing asphalt surface to an asphalt surface meeting City of Midland pavement standards, approximately 100 feet adjacent to the property described in the Southern Addition, Section 8 plat.

Costs appropriate and necessary for said public improvements shall include costs for mobilization, excavation/grading, sub-grade preparation, 6" flexible base, compact flexible base, tack coat, HMAC surface course, curb and gutter, striping, erosion protection, job site safety/traffic control, construction staking, and contingencies.

III.

The Developer agrees that its payment(s) pursuant to Section I above, constitutes only Developer's public improvement obligation for South Fort Worth Street to serve Southern Addition, Section 8, Midland County, Texas, and the City agrees that such payment(s) constitute all of Developer's public improvement obligation for said portion of South Fort Worth Street.

IV.

This Agreement may be modified or amended only by the mutual written consent of the parties hereto.

V.

This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such matters.

VI.

Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing as follows:

If to Developer:

Rafael Olano
2806 Marmon Drive
Midland, Texas 79705

If to City:

Director of Engineering Services
City of Midland
P.O. Box 1152
Midland, Texas 79702

VII.

Any clause, sentence, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.

VIII.

This Agreement shall be construed under the laws of the State of Texas. Exclusive venue for any cause of action shall be in Midland County, Texas. All the obligations and undertakings of the parties shall be deemed to have occurred in Midland County, Texas.

IX.

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (TEX. CIV. PRAC. & REM. CODE § 37.001 *et seq*., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys fees to which the prevailing party might otherwise be entitled.

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

DEVELOPER AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN

RIGHT. DEVELOPER ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE DEVELOPER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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

X.

DEVELOPER HEREBY RELEASES, RELINQUISHES, ACQUITS 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 DEVELOPER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, DUE PROCESS AND TAKINGS CLAUSES UNDER THE TEXAS AND UNITED STATES CONSTITUTION, TORT CLAIMS OR CITY'S NEGLIGENCE.

XI.

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

XII.

The parties agree that this Agreement is made under the authority of Section 395.081 of the Texas Local Government Code and the laws of the State of Texas and Ordinances and the Charter of the City of Midland. The City finds in accordance with Section 395.081 of the Texas Local Government Code that the City of Midland will benefit by allowing the Developer to participate in funding the public improvements described herein. The City finds that this benefit will promote the public health, safety, and public welfare of the citizens of Midland. The City finds that the benefit the City of Midland receives will be efficient and well-planned urban growth and development, in coordination with public services. The benefit is also that this agreement will help preserve and increase the ad valorem tax base of the City. The City finds that the Developer's land adjoins the capital improvement or is within four (4) miles of the capital improvement. Four (4) miles is the specified distance required in Section 395.081 of the Texas Local Government Code.

EXECUTED in duplicate the day and year first above written.

CITY OF MIDLAND, TEXAS

By:_____
Courtney Sharp, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

DEVELOPER

_____
Rafael Olano

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared Rafael Olano, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of Rafael Olano.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

_____
Notary Public, State of Texas

City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: 9/10/2013

TO: City Council / City Manager

FROM: David Beard,

SUBJECT: Consider a resolution authorizing staff to execute a change order to the Water, Wastewater, and Fire Hydrant Taps project with TEC Excavation, Inc. in the amount of $120,000. (City Wide)

Purpose:

Consider a resolution authorizing staff to execute a change order to the Water, Wastewater, and Fire Hydrant Taps project with TEC Excavation, Inc. in the amount of $120,000. (City Wide)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

The Water, Wastewater, and Fire Hydrant Tap project was awarded to TEC Excavation, Inc. at the June 25, 2013 council meeting. Funds in the amount of $500,000.00 were allocated for this project.

Contract Amount	$500,000.00
Change Order #1 (24%)	$120,000.00
New Contract Amount	$620,000.00

That the sum of $120,000 is hereby appropriated from the Water and Sewer Fund (300) Unappropriated Fund Balance (5650) to the W / WW / FH Tap Project-2 (9049)

Discussion:

The Water, Wastewater, and Fire Hydrant Tap project is progressing ahead of schedule. As of pay estmate #7 (work period ending August 22, 2013), TEC has completed work totaling 45% of the contract amount in 17% of the time. At this rate, the contract funds will be expended before half of the scheduled time. Therefore, staff is recommending that the contract be increased $120,000 (24%) to allow more work to be accomplished in this contract term.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE WITH TEC EXCAVATION, INC. REGARDING THE WATER, WASTEWATER AND FIRE HYDRANT TAPS PROJECT; SAID CHANGE ORDER TO PROVIDE FOR ADDITIONAL WORK; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT IN THE AMOUNT OF $120,000.00

WHEREAS, the City Council by Resolution No. 2013-179, passed on June 25, 2013, authorized the execution of a contract with TEC Excavation, Inc. regarding the Water, Wastewater and Fire Hydrant Taps Project; and

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of Change Order No. 1 to the contract with TEC Excavation, Inc. to provide for additional work;

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

SECTION ONE. That the City Manager, or his designee, is hereby authorized and directed to execute, on behalf of the City of Midland, Change Order No. 1 to the contract with TEC Excavation, Inc. regarding said project. A copy of said change order is attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION TWO. That the sum of $120,000.00 is hereby appropriated from the Water and Sewer Fund (300) Unappropriated Fund Balance (5650) to the W / WW / FH Tap Project 2 (9049).

SECTION THREE. That the City Treasurer is hereby authorized and directed to pay TEC Excavation, Inc., in an amount not to exceed $120,000.00, for services pursuant to said change order out of funds available in the W / WW / FH Tap Project 2 (9049) budget account upon receipt of proper invoice or statement therefor 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., 2013, by

the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

_____
Robert McNaughton, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Engineering Services Director

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

CHANGE ORDER

Order No. 1 (one)

Date: August 16, 2013

Contract Date: June 25, 2013

NAME OF PROJECT: Water, Wastewater, Fire Hydrant Taps project

PROJECT NUMBER: P13-003-9027

OWNER: City of Midland

CONTRACTOR: TEC Excavation, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:
Additional funds will be allocated to construct flushing stations, sampling ports and minor utility improvements in connection with taps project.

Change to CONTRACT PRICE:
Original UNIT PRICE CONTRACT: $ 500,000.00

Current UNIT PRICE CONTRACT adjusted by previous CHANGE ORDER: $ 500,000.00

The UNIT PRICE CONTRACT due to this CHANGE ORDER will be:
☒(increased) ☐(decreased) by: $ 120,000.00

The new UNIT PRICE CONTRACT including this CHANGE ORDER will be: $ 620,000.00

Change to CONTRACT TIME:
The CONTRACT TIME will be ☒(increased) ☐(decreased) by: 0 (zero) calendar days.

Approvals Required:
To be effective this Order must be approved by the Midland City Council if it changes the scope or objective of the PROJECT, or as may otherwise be required by the GENERAL PROVISIONS AND SUPPLEMENTAL CONDITIONS.

Requested by: Josh Ferguson, P.E. (NM), Project Manager (COM) Josh Ferguson 8/16/13
Date

Approved by: Eric Clutter, (TEC) Terry Clutter 8/16/13
Date

Accepted by: David D. Beard, P.E., City Engineer (COM)
Date

G:\Engineering Services\In-House Design\2013-2014\U13-03-9049 Water, Wastewater, & Fire Hydrant Taps\40 - Construction\Change Orders\Change Order #1\Change Order 1.doc

City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: 9/10/2013

TO: City Council / City Manager

FROM: Holly McGrath-Rosas, Assistant Director of Utilities

SUBJECT: Consider a Resolution Approving a Discharge License Baker Hughes, Inc.

Purpose:

Consider a resolution approving a discharge license with Baker Hughes, Inc., for the purpose of discharging treated wastewater from sanitary sources (e.g. showers, sinks, toilets) and a washbay. They will be required to meet all specifications spelled out in the City's Industrial Waste Ordinance No. 6778, with regard to acceptable levels of certain contaminants in their treated wastewater.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

A $1,500 License fee will be paid to the City, in addition to a discharge fee of 0.74¢ per 1,000 gallons discharged. Monies collected will be paid to the City's Water Fund.

Discussion:

Baker Hughes Inc., approached the City about discharging treated wastewater. Oilfield pumps are washed with soap to remove Hydrocarbons from pumps to improve inspection and servicing, waste water discharges into an oil / water separator which collects and separates hydrocarbons. The remaining water discharges into the sanitary sewer, at a rate of approximately one hundred (100) gallons per day. They are required to pre-treat and test the effluent they are discharging periodically to assure that it meets the City's standards for sewer disposal and are required to obtain this Discharge Permit. They will discharge into the City's sewer system at their location at 2065 Market Street Building A.

The City's industrial waste ordinance specifies the maximum limits for certain constituents that can be allowed into the sewer system without adverse effects to the treatment plant and pipelines. Any discharge that does not meet these requirements must go through an approved pretreatment process to reduce the limits of the contaminants to acceptable levels. Analyses of the wastewater must be provided to the City at specific intervals throughout the treatment process. Baker Hughes, Inc., has agreed to the provisions of the ordinance and we recommend approval of the license.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A SANITARY SEWER DISCHARGE LICENSE AGREEMENT WITH BAKER HUGHES, INCORPORATED, FOR THE PURPOSE OF DISCHARGING TREATED WASTEWATER AT 2065 MARKET STREET, BUILDING A, MIDLAND, TEXAS

WHEREAS, a request has been made for a Sanitary Sewer Discharge License by Baker Hughes, Inc., to allow for the discharging of treated wastewater at their location at 2065 Market Street, Building A, Midland, Texas; and

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a Sanitary Sewer Discharge License for such purpose;

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

THAT the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a Sanitary Sewer Discharge License Agreement with Baker Hughes Oilfield Operations, Inc., said Agreement being on file in the office of the City Secretary, referenced by the date and number of this Resolution.

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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Holly McGrath Rosas, Interim Utilities Director

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/09/2013

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies, LLC
5847 San Felipe, Suite 320
Houston, TX 77057
Telephone (713) 458-5200

CONTACT NAME:
PHONE (A/C, No, Ext): 866-260-8538 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Baker Hughes Incorporated
2065 Market Street
Midland, TX 79703

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			HDO G270209124	05/01/2013	05/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ 5,000,000 $ 5,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			ISA H08712566	11/1/2012	11/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C47125753 (AOS) WLR C47125765 (LA,WV)	11/1/2012 11/1/2012	11/1/2013 11/1/2013	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Pollution Liability			HDO G270209124	05/01/2013	05/01/2014	$1,000,000 Each Pollution Condition $1,000,000 Aggregate Liability	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All policies except WC/EL include a blanket automatic additional insured endorsement (provision) providing additional insured status to the certificate holder only when there is a written contract between the named insured and certificate holder that requires such status.

All policies include a blanket waiver of subrogation endorsement (provision) that provides this feature only when there is a written contract between the named insured and certificate holder that requires such status.

The policies include a blanket notice of cancellation to certificate holders endorsement, providing 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requires cancellation.

CERTIFICATE HOLDER
City of Midland
P.O. Box 1152
Midland, TX 79702
Attn: Director of Utilities

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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DISCHARGE LICENSE

THE STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF MIDLAND §

THIS AGREEMENT is effective this 10th day of September, 2013, by and between THE CITY OF MIDLAND, TEXAS, a home rule municipal corporation, hereinafter called "Licensor," and **Baker Hughes Incorporated,** hereinafter called "Licensee."

Licensee desires use of certain public sanitary sewers within the City of Midland, Texas, for the purposes set forth below.

It is the position of the Licensor that Licensee must obtain a license in order to use the public sanitary sewers.

W I T N E S S E T H:

For and in consideration of the execution of this agreement and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows, to wit:

I. Term

This license shall be for a term of Five (**5**) years, commencing with the date of this agreement written above, the "Commencement Date," unless terminated earlier as provided hereafter. Either party may terminate this Agreement at will for no or any reason upon giving at least ninety (90) days written notice to the other. The parties to this Agreement understand and agree that it is in their sole discretion to cancel the Agreement during the term of the Agreement without penalty. The parties have no expectation and have 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 Agreement becoming effective.

II. Financial Considerations

In further consideration for the rights herein granted to Licensee, Licensee shall pay to the Licensor a one-time License Fee in the sum of one thousand and five hundred dollars and No/100 Dollars (**$1,500.00**). This License is not effective until the Licensor receives the License Fee of (**$1,500.00**), which shall be paid to Licensor on or before **September 10, 2013.**

In addition to the License Fee, Licensee shall also pay to Licensor a monthly Discharge Fee for every one-thousand (1,000) gallons discharged. At the time of the execution of this Agreement, Licensor's current rate for the Discharge Fee is **seventy four** Cents (**$0.74**). Licensor and Licensee understand and agree that the Discharge Fee changes periodically pursuant to applicable ordinances in the Midland City Code. Licensor shall notify Licensee of any changes in the Discharge Fee, and said Discharge Fee shall be due on or before the last business day of each month.

The License Fee and Discharge Fee payments 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. The License Fee and Discharge Fee payments shall be made to the Licensor at the office of the Director of Utilities, P. O. Box 1152, Midland, Texas, 79702.

III. Use

1. Licensee shall be allowed to dispose of wastewater from sanitary sources (e.g. showers, sinks, toilets) and a washbay. The washbay process is as follows; Oilfield pumps are washed with soap to remove Hydrocarbons from pumps to improve inspection and servicing, waste water discharges into an oil / water separator which collects and separates hydrocarbons. The remaining water discharges into sanitary sewer, at a rate of approximately one hundred (100) gallons per day, shop operates with Two (2) shifts:

Day Shift: Monday thru Friday 7:30 A.M. - 4:30 P.M.

Swing Shift: Monday thru Friday 4:00 P.M. – 1:00 A.M.

Weekends – On Call Only, at **2065 Market Street Bldg. A, Midland, Texas**, by means of a pretreatment system into Licensor's sanitary sewer system until this license terminates. However, before Licensee disposes of any such wastewater into the sanitary

sewer system, Licensee must process such wastewater in a manner approved by Licensor's Director of Utilities that would reduce the metal content to a level below each of the respective limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24. The phrase "metal content" as used throughout this license agreement shall mean the individual limits of Arsenic, Barium, Boron, Cadmium, Chromium, Copper, Lead, Manganese, Mercury, Nickel, Selenium, Silver and/or Zinc.

2. Before Licensee discharges any wastewater into the Licensor's sanitary sewer system, Licensee shall test such wastewater for metal content and provide the results to Licensor's Director of Utilities. If the metal content is at or below the limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control, Licensee may begin discharging such wastewater into the sanitary sewer system immediately upon delivery of the test results to the Director of Utilities.

3. After commencing the discharge of wastewater into Licensor's sanitary sewer system, Licensee shall monitor and test the wastewater for metal content in accordance with the following schedule:

a. Commencing with the first day and up to the fourteenth day after discharge begins, test every three (3) days, or as directed by the Director of Utilities.

b. Day fifteen (15) to day seventy (70), test not less than once every fourteen (14) days, or as directed by the Director of Utilities.

c. After day seventy (70), test not less than once every fourteen (14) days unless Licensor's Director of Utilities in his discretion authorizes in writing less frequent testing based on the results of previous tests.

Licensee shall provide Licensor's Director of Utilities a copy of the results from each wastewater test conducted as required herein within three (3) business days after receiving said results.

4. Licensee shall discontinue disposing of such wastewater in the sanitary sewer system at any time that such tests indicate that the metal content is greater than the limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control. Thereafter, Licensee may not dispose of such wastewater in the sanitary sewer system until Licensee has reduced the metal content to a level at or below the limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control and has provided test results reflecting such to the Director of Utilities. Further, Licensee shall again monitor and test the wastewater on a periodic basis in accordance

with the schedule outlined in paragraph 5, above, as if Licensee was beginning the disposal of such wastewater in the sanitary sewer system for the first time.

5. Licensor reserves the right to test the wastewater being disposed of in the sanitary sewer system at any time. The cost of such test shall be borne by the Licensee. If the test indicates a metal content level which exceeds the limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control. Licensor shall immediately notify Licensee and provide Licensee with a copy of the test results.

6. Licensor's Director of Utilities shall determine the manner and location such wastewater will be discharged into the sanitary sewer system. Licensor's Director of Utilities shall have the right to order Licensee to discontinue disposing of such wastewater in the sanitary sewer system at any time he determines that the amount or quality of such wastewater endangers the operation of the sanitary sewer system. Further, Licensee shall dispose of such wastewater in the sanitary sewer system at the same rate that such water is treated by the appropriate pretreatment system. Licensee shall pay to Licensor a Discharge Fee per 1000 gallons for the use of said sanitary sewer system. Such charge is based on the cost incurred by the Licensor in disposing of such water in the sanitary sewer system and is in addition to the License Fee described in Paragraph 2, above.

7. Notwithstanding any other provisions, Licensee shall at all times during the term of this license agreement comply with applicable federal, state, and local laws regarding Licensee's activities pursuant to this license agreement, including but not limited to any policy of the City of Midland and all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this license agreement for all legal purposes. Failure to abide by any such law or policy mentioned herein constitutes grounds for the immediate termination of this license agreement.

Further, Licensee agrees to indemnify, defend, and hold Licensor, its elected officials, employees, officers, and agents harmless from any fines, penalties, or costs, including but not limited to required remediative costs which may be assessed against Licensor by the U.S. Environmental Protection Agency, the Texas Commission on Environmental Quality, or any other governmental entity with appropriate jurisdiction, and which directly result from Licensee's activities pursuant to this Discharge License (hereinafter in this paragraph called "the penalties"). Licensor shall attempt to give Licensee written notice not later than sixty (60) business days after Licensor receives written notice of the penalties and shall allow Licensee to contest or defend the penalties

if Licensee so desires. Licensor shall reasonably cooperate with Licensee in the defense of the penalties.

IV. Standard General Conditions

1. **Insurance** - Licensee shall provide and maintain in force throughout the term of this license at its own expense, insurance coverage with minimum limits as follow: (a) Worker's Compensation - statutory minimums with subrogation waived against Licensor; (b) Employer's Liability - $500,000 each occurrence; (c) General Liability, including Bodily Injury, Property Damage, and Contractual Liability - $5,000,000 combined single limit, each occurrence; and (d) Automotive Liability, including Bodily Injury and Property Damage - $1,000,000 combined single limit, each occurrence. Licensee shall also carry such Sudden, Accident and Non-sudden Pollution insurance as may be required by the Federal Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), in amounts and scope of not less than those required by RCRA. Licensee shall furnish to Licensor certificates of insurance evidencing the coverages required above prior to commencing discharge of wastewater into Licensor's sanitary sewer system. Each such certificate shall contain a statement of the insurer's obligation to notify Licensor at least thirty (30) days prior to cancellation of any policy covered thereunder. Such insurance shall be written with insurance companies authorized to do business in the State of Texas and acceptable to Licensor and all insurance policies except worker's compensation shall include Licensor as an additional insured and shall cover all of Licensee's contractors and subcontractors. Copies of the required policies of insurance that have been issued or certificates evidencing proof of said policies shall be deposited with the Licensor prior to commencing discharge of wastewater into Licensor's sanitary sewer system. Notwithstanding anything herein to the contrary, Licensee shall at all times be in compliance with applicable federal, state and local laws, regulations and rules regarding financial responsibility as related to the activities authorized by this Discharge License. All insurance required above shall provide a waiver of subrogation in favor of Licensor. The parties agree that, prior to the execution of this Agreement, Licensor shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the Licensor. The Licensor shall not be required to provide any insurance whatsoever pursuant to this Agreement.

The Licensee 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.

2. **INDEMNITY** - **LICENSEE WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR AND ALL OF LICENSEE'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSES, 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 LICENSEE, ITS AGENTS, OFFICERS OR EMPLOYEES IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.**

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSE 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 LICENSOR, LICENSOR'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 LICENSEE OR LICENSEE'S EMPLOYEES, AGENTS OR OFFICERS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

3. **Assignment** - The rights granted by this license inure solely to the benefit of the Licensee. The rights and privileges set forth herein shall not be assignable without the express written consent of the City Manager.

4. **Notice** - Any notice or communication required in the administration of this License shall be sent to the Licensor as follows: City Manager, City of Midland, P.O. Box 1152, Midland, Texas, 79702.

Any notice or communication required in the administration of this license shall be sent to the Licensee as follows: **Baker Hughes Oilfield Operations Inc., Attn: Thomas Craft, District Manager, Artificial Lift Systems, 2065 Market Street, Midland, Texas, 79703.**

Independent Contractor - It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Licensor; that Licensee 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 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 and services described hereunder by Licensee shall be considered an officer, agent, servant or employee of the Licensor. 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. Licensee 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 Licensor does not have the power to direct the order in which the work is done. The Licensor shall not have the right to control the means, methods or details of the Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

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

THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE 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 THE AGREEMENT. THE LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE LICENSOR AND THE LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

7. **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.

8. **RELEASE - NOTWITHSTANDING ANY OTHER PROVISIONS, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, 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.

9. **Third-party Beneficiary** - The Licensor's approval of this Discharge License does not create a third party beneficiary. There is no third party beneficiary to this Discharge License. No person or entity who is not a party to this Discharge License shall have any third party beneficiary or other rights hereunder.

10. **Sovereign Immunity** - By executing this Agreement the City is not waiving its sovereign immunity and retains all immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

11. **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, Licensee or his legal representative, shall give the City Manager, or any other reasonable official of the Licensor, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred-twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the 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 months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Licensee 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 Licensor from any liability whatsoever. The 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 Agreement are reasonable.

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

IN WITNESS WHEREOF, the parties have executed this license as of the date first above written.

LICENSOR

CITY OF MIDLAND, TEXAS

By_____

Courtney Sharp, City Manager

ATTEST:

_____

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____

Keith Stretcher, City Attorney

LICENSEE

Baker Hughes Incorporated

By_____

Title: Bill Romane, Real Estate Manager

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared Bill Romane, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of Baker Hughes Incorporated, for the purposes and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, A.D., 2013.

_____

Notary Public, State of

_____

Printed Name

My Commission Expires:_____

City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: 9/10/2013

TO: City Council / City Manager

FROM: Holly McGrath-Rosas, Assistant Director of Utilities

SUBJECT: Consider a Resolution Approving a Discharge License Baker Hughes, Inc.

Purpose:

Consider a resolution approving a discharge license with Baker Hughes, Inc., for the purpose of discharging treated wastewater from sanitary sources (e.g. showers, sinks, toilets) and a washbay. They will be required to meet all specifications spelled out in the City's Industrial Waste Ordinance No. 6778, with regard to acceptable levels of certain contaminants in their treated wastewater.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

A $1,500 License fee will be paid to the City, in addition to a discharge fee of 0.74¢ per 1,000 gallons discharged. Monies collected will be paid to the City's Water Fund.

Discussion:

Baker Hughes, Inc. approached the City about discharging treated wastewater. Oilfield Drill Bits are washed with Steam Cleaner to remove dirt and mud from Drill Bits when they are returned to the facility. Waste water discharges directly into a floor drain leading into the sanitary sewer at a rate of approximately five (5) gallons per day. They are required to pre-treat and test the effluent they are discharging periodically to assure that it meets the City's standards for sewer disposal and are required to obtain this Discharge Permit. They will discharge into the City's sewer system at their location at 2101 Market Street Building B.

The City's industrial waste ordinance specifies the maximum limits for certain constituents that can be allowed into the sewer system without adverse effects to the treatment plant and pipelines. Any discharge that does not meet these requirements must go through an approved pretreatment process to reduce the limits of the contaminants to acceptable levels. Analyses of the wastewater must be provided to the City at specific intervals throughout the treatment process. Baker Hughes, Inc., has agreed to the provisions of the ordinance and we recommend approval of the license.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A SANITARY SEWER DISCHARGE LICENSE AGREEMENT WITH BAKER HUGHES, INCORPORATED, FOR THE PURPOSE OF DISCHARGING TREATED WASTEWATER AT 2101 MARKET STREET, BUILDING B, MIDLAND, TEXAS

WHEREAS, a request has been made for a Sanitary Sewer Discharge License by Baker Hughes, Inc., to allow for the discharging of treated wastewater at their location at 2101 Market Street, Building B, Midland, Texas; and

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a Sanitary Sewer Discharge License for such purpose;

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

THAT the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a Sanitary Sewer Discharge License Agreement with Baker Hughes Oilfield Operations, Inc., said Agreement being on file in the office of the City Secretary, referenced by the date and number of this Resolution.

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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Holly McGrath Rosas, Interim Utilities Director

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/09/2013

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies, LLC
5847 San Felipe, Suite 320
Houston, TX 77057
Telephone (713) 458-5200

CONTACT NAME:
PHONE (A/C, No, Ext): 866-260-8538 **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Baker Hughes Incorporated
2101 Market Street
Midland, TX 79703

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			HDO G270209124	05/01/2013	05/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ 5,000,000 $ 5,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			ISA H08712566	11/1/2012	11/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLR C47125753 (AOS) WLR C47125765 (LA,WV)	11/1/2012 11/1/2012	11/1/2013 11/1/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Pollution Liability			HDO G270209124	05/01/2013	05/01/2014	$1,000,000 Each Pollution Condition $1,000,000 Aggregate Liability	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All policies except WC/EL include a blanket automatic additional insured endorsement (provision) providing additional insured status to the certificate holder only when there is a written contract between the named insured and certificate holder that requires such status.

All policies include a blanket waiver of subrogation endorsement (provision) that provides this feature only when there is a written contract between the named insured and certificate holder that requires such status.

The policies include a blanket notice of cancellation to certificate holders endorsement, providing 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requires cancellation.

CERTIFICATE HOLDER
City of Midland
P.O. Box 1152
Midland, TX 79702
Attn: Director of Utilities

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

DISCHARGE LICENSE

THE STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF MIDLAND §

THIS AGREEMENT is effective this 10th day of September, 2013, by and between THE CITY OF MIDLAND, TEXAS, a home rule municipal corporation, hereinafter called "Licensor," and **Baker Hughes Incorporated**, hereinafter called "Licensee."

Licensee desires use of certain public sanitary sewers within the City of Midland, Texas, for the purposes set forth below.

It is the position of the Licensor that Licensee must obtain a license in order to use the public sanitary sewers.

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Agreement. All work and services under the Agreement shall be suspended upon termination of Agreement becoming effective.

II. Financial Considerations

In further consideration for the rights herein granted to Licensee, Licensee shall pay to the Licensor a one-time License Fee in the sum of one thousand and five hundred dollars and No/100 Dollars (**$1500.00**). This License is not effective until the Licensor receives the License Fee of (**$1500.00**), which shall be paid to Licensor on or before **September 10, 2013.**

In addition to the License Fee, Licensee shall also pay to Licensor a monthly Discharge Fee for every one-thousand (1,000) gallons discharged. At the time of the execution of this Agreement, Licensor's current rate for the Discharge Fee is **seventy four** Cents (**$0.74**). Licensor and Licensee understand and agree that the Discharge Fee changes periodically pursuant to applicable ordinances in the Midland City Code. Licensor shall notify Licensee of any changes in the Discharge Fee, and said Discharge Fee shall be due on or before the last business day of each month.

The License Fee and Discharge Fee payments 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. The License Fee and Discharge Fee payments shall be made to the Licensor at the office of the Director of Utilities, P. O. Box 1152, Midland, Texas, 79702.

III. Use

1. Licensee shall be allowed to dispose of wastewater from sanitary sources (e.g. showers, sinks, toilets) and a washbay. The washbay process is as follows; Oilfield Drill Bits are washed with Steam Cleaner to remove dirt and mud from Drill Bits when they are returned to the facility. Waste water discharges directly into a floor drain leading to sanitary sewer; at a rate of approximately five (5) gallons per day, shop operates only during normal business operations Monday thru Friday 7:30 A.M – 4:30 P.M. **2101 Market Street Bldg. B, Midland, Texas**, by means of a pretreatment system into Licensor's sanitary sewer system until this license terminates. However, before Licensee disposes of any such wastewater into the sanitary sewer system, Licensee must process such wastewater in a manner approved by Licensor's Director of Utilities that would reduce the metal content to a level below each of the respective limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24. The phrase "metal content" as used throughout this license agreement shall mean the individual limits of Arsenic, Barium,

Boron, Cadmium, Chromium, Copper, Lead, Manganese, Mercury, Nickel, Selenium, Silver and/or Zinc.

2. Before Licensee discharges any wastewater into the Licensor's sanitary sewer system, Licensee shall test such wastewater for metal content and provide the results to Licensor's Director of Utilities. If the metal content is at or below the limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control, Licensee may begin discharging such wastewater into the sanitary sewer system immediately upon delivery of the test results to the Director of Utilities.

3. After commencing the discharge of wastewater into Licensor's sanitary sewer system, Licensee shall monitor and test the wastewater for metal content in accordance with the following schedule:

a. Commencing with the first day and up to the fourteenth day after discharge begins, test every three (3) days, or as directed by the Director of Utilities.

b. Day fifteen (15) to day seventy (70), test not less than once every fourteen (14) days, or as directed by the Director of Utilities.

c. After day seventy (70), test not less than once every fourteen (14) days unless Licensor's Director of Utilities in his discretion authorizes in writing less frequent testing based on the results of previous tests.

Licensee shall provide Licensor's Director of Utilities a copy of the results from each wastewater test conducted as required herein within three (3) business days after receiving said results.

4. Licensee shall discontinue disposing of such wastewater in the sanitary sewer system at any time that such tests indicate that the metal content is greater than the limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control. Thereafter, Licensee may not dispose of such wastewater in the sanitary sewer system until Licensee has reduced the metal content to a level at or below the limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control and has provided test results reflecting such to the Director of Utilities. Further, Licensee shall again monitor and test the wastewater on a periodic basis in accordance with the schedule outlined in paragraph 5, above, as if Licensee was beginning the disposal of such wastewater in the sanitary sewer system for the first time.

5. Licensor reserves the right to test the wastewater being disposed of in the sanitary sewer system at any time. The cost of such test shall be borne by the Licensee. If the test

indicates a metal content level which exceeds the limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control. Licensor shall immediately notify Licensee and provide Licensee with a copy of the test results.

6. Licensor's Director of Utilities shall determine the manner and location such wastewater will be discharged into the sanitary sewer system. Licensor's Director of Utilities shall have the right to order Licensee to discontinue disposing of such wastewater in the sanitary sewer system at any time he determines that the amount or quality of such wastewater endangers the operation of the sanitary sewer system. Further, Licensee shall dispose of such wastewater in the sanitary sewer system at the same rate that such water is treated by the appropriate pretreatment system. Licensee shall pay to Licensor a Discharge Fee per 1000 gallons for the use of said sanitary sewer system. Such charge is based on the cost incurred by the Licensor in disposing of such water in the sanitary sewer system and is in addition to the License Fee described in Paragraph 2, above.

7. Notwithstanding any other provisions, Licensee shall at all times during the term of this license agreement comply with applicable federal, state, and local laws regarding Licensee's activities pursuant to this license agreement, including but not limited to any policy of the City of Midland and all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this license agreement for all legal purposes. Failure to abide by any such law or policy mentioned herein constitutes grounds for the immediate termination of this license agreement.

Further, Licensee agrees to indemnify, defend, and hold Licensor, its elected officials, employees, officers, and agents harmless from any fines, penalties, or costs, including but not limited to required remediative costs which may be assessed against Licensor by the U.S. Environmental Protection Agency, the Texas Commission on Environmental Quality, or any other governmental entity with appropriate jurisdiction, and which directly result from Licensee's activities pursuant to this Discharge License (hereinafter in this paragraph called "the penalties"). Licensor shall attempt to give Licensee written notice not later than sixty (60) business days after Licensor receives written notice of the penalties and shall allow Licensee to contest or defend the penalties if Licensee so desires. Licensor shall reasonably cooperate with Licensee in the defense of the penalties.

IV. Standard General Conditions

1. **Insurance** - Licensee shall provide and maintain in force throughout the term of this license at its own expense, insurance coverage with minimum limits as follow: (a) Worker's Compensation - statutory minimums with subrogation waived against Licensor; (b) Employer's Liability - $500,000 each occurrence; (c) General Liability, including Bodily Injury, Property Damage, and Contractual Liability - $5,000,000 combined single limit, each occurrence; and (d) Automotive Liability, including Bodily Injury and Property Damage - $1,000,000 combined single limit, each occurrence. Licensee shall also carry such Sudden, Accident and Non-sudden Pollution insurance as may be required by the Federal Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), in amounts and scope of not less than those required by RCRA. Licensee shall furnish to Licensor certificates of insurance evidencing the coverages required above prior to commencing discharge of wastewater into Licensor's sanitary sewer system. Each such certificate shall contain a statement of the insurer's obligation to notify Licensor at least thirty (30) days prior to cancellation of any policy covered thereunder. Such insurance shall be written with insurance companies authorized to do business in the State of Texas and acceptable to Licensor and all insurance policies except worker's compensation shall include Licensor as an additional insured and shall cover all of Licensee's contractors and subcontractors. Copies of the required policies of insurance that have been issued or certificates evidencing proof of said policies shall be deposited with the Licensor prior to commencing discharge of wastewater into Licensor's sanitary sewer system. Notwithstanding anything herein to the contrary, Licensee shall at all times be in compliance with applicable federal, state and local laws, regulations and rules regarding financial responsibility as related to the activities authorized by this Discharge License. All insurance required above shall provide a waiver of subrogation in favor of Licensor. The parties agree that, prior to the execution of this Agreement, Licensor shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the Licensor. The Licensor shall not be required to provide any insurance whatsoever pursuant to this Agreement.

The Licensee 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.

2. **INDEMNITY - LICENSEE WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR AND ALL OF LICENSEE'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSES, 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 LICENSEE, ITS AGENTS, OFFICERS OR EMPLOYEES IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSE 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 LICENSOR, LICENSOR'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 LICENSEE OR LICENSEE'S EMPLOYEES, AGENTS OR OFFICERS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

3. **Assignment** - The rights granted by this license inure solely to the benefit of the Licensee. The rights and privileges set forth herein shall not be assignable without the express written consent of the City Manager.

4. **Notice** - Any notice or communication required in the administration of this License shall be sent to the Licensor as follows: City Manager, City of Midland, P.O. Box 1152, Midland, Texas, 79702.

Any notice or communication required in the administration of this license shall be sent to the Licensee as follows: **Baker Hughes Oilfield Operations Inc., Attn: Sean Roye, District Manager, Drill Bits, 2101 Market Street, Midland, Texas, 79703**
Independent Contractor - It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Licensor; that Licensee 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 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 and services described hereunder by Licensee shall be considered an officer, agent, servant or employee of the Licensor. 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. Licensee 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 Licensor does not have the power to direct the order in which the work is done. The Licensor shall not have the right to control the means, methods or details of the Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

6. **WAIVER OF ATTORNEY'S FEES - BY EXECUTING THIS AGREEMENT, LICENSEE AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE LICENSOR, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE LICENSEE SPECIFICALLY AGREES THAT IF THE LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER**

271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE 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 THE AGREEMENT. THE LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE LICENSOR AND THE LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

7. **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.

8. **RELEASE - NOTWITHSTANDING ANY OTHER PROVISIONS, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, 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.**

9. **Third-party Beneficiary** - The Licensor's approval of this Discharge License does not create a third party beneficiary. There is no third party beneficiary to this

Discharge License. No person or entity who is not a party to this Discharge License shall have any third party beneficiary or other rights hereunder.

10. **Sovereign Immunity** - By executing this Agreement the City is not waiving its sovereign immunity and retains all immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

11. **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, Licensee or his legal representative, shall give the City Manager, or any other reasonable official of the Licensor, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred-twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the 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 months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Licensee 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 Licensor from any liability whatsoever. The 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 Agreement are reasonable.

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

IN WITNESS WHEREOF, the parties have executed this license as of the date first above written.

LICENSOR

CITY OF MIDLAND, TEXAS

By_____

Courtney Sharp, City Manager

ATTEST:

_____

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____

Keith Stretcher, City Attorney

LICENSEE

Baker Hughes Incorporated

By_____

Title: Bill Romane, Real Estate Manager

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of Baker Hughes Incorporated, for the purposes and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, A.D., 2013.

_____

Notary Public, State of

_____

Printed Name

My Commission Expires:_____

City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: 9/10/2013

TO: City Council / City Manager

FROM: Holly McGrath-Rosas, Assistant Director of Utilities

SUBJECT: Consider a Resolution Approving a Discharge License Baker Hughes, Inc.

Purpose:

Consider a resolution approving a discharge license with Baker Hughes, Inc., for the purpose of discharging treated wastewater from sanitary sources (e.g. showers, sinks, toilets) and a washbay. They will be required to meet all specifications spelled out in the City's Industrial Waste Ordinance No. 6778, with regard to acceptable levels of certain contaminants in their treated wastewater.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

A $1,500 License fee will be paid to the City, in addition to a discharge fee of 0.74¢ per 1,000 gallons discharged. Monies collected will be paid to the City's Water Fund.

Discussion:

Baker Hughes, Inc. approached the City about discharging treated wastewater. Oilfield Drilling Motors are washed with a bio-degradable soap to remove Hydrocarbons and wellbore materials from Drilling Motors when they are returned to the facility. Wastewater discharges directly into floor sumps with an oil water separator that then discharges into the sanitary sewer at a rate of approximately sixty (60) gallons per day. They are required to pre-treat and test the effluent they are discharging periodically to assure that it meets the City's standards for sewer disposal and are required to obtain this Discharge Permit. They will discharge into the City's sewer system at their location at 2103 Market Street Building C.

The City's industrial waste ordinance specifies the maximum limits for certain constituents that can be allowed into the sewer system without adverse effects to the treatment plant and pipelines. Any discharge that does not meet these requirements must go through an approved pretreatment process to reduce the limits of the contaminants to acceptable levels. Analyses of the wastewater must be provided to the City at specific intervals throughout the treatment process. Baker Hughes, Inc., has agreed to the provisions of the ordinance and we recommend approval of the license.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A SANITARY SEWER DISCHARGE LICENSE AGREEMENT WITH BAKER HUGHES, INCORPORATED, FOR THE PURPOSE OF DISCHARGING TREATED WASTEWATER AT 2103 MARKET STREET, BUILDING C, MIDLAND, TEXAS

WHEREAS, a request has been made for a Sanitary Sewer Discharge License by Baker Hughes, Inc., to allow for the discharging of treated wastewater at their location at 2103 Market Street, Building C, Midland, Texas; and

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a Sanitary Sewer Discharge License for such purpose;

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

THAT the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a Sanitary Sewer Discharge License Agreement with Baker Hughes Oilfield Operations, Inc., said Agreement being on file in the office of the City Secretary, referenced by the date and number of this Resolution.

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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Holly McGrath Rosas, Interim Utilities Director

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/09/2013

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 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:	
Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057 Telephone (713) 458-5200	PHONE (A/C, No, Ext): 866-260-8538	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Baker Hughes Incorporated
2103 Market Street
Midland, TX 79703

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			HDO G270209124	05/01/2013	05/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ 5,000,000 $ 5,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			ISA H08712566	11/1/2012	11/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	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		WLR C47125753 (AOS) WLR C47125765 (LA,WV)	11/1/2012 11/1/2012	11/1/2013 11/1/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Pollution Liability			HDO G270209124	05/01/2013	05/01/2014	$1,000,000 Each Pollution Condition $1,000,000 Aggregate Liability	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All policies except WC/EL include a blanket automatic additional insured endorsement (provision) providing additional insured status to the certificate holder only when there is a written contract between the named insured and certificate holder that requires such status.

All policies include a blanket waiver of subrogation endorsement (provision) that provides this feature only when there is a written contract between the named insured and certificate holder that requires such status.

The policies include a blanket notice of cancellation to certificate holders endorsement, providing 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requires cancellation.

CERTIFICATE HOLDER

City of Midland
P.O. Box 1152
Midland, TX 79702
Attn: Director of Utilities

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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DISCHARGE LICENSE

THE STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF MIDLAND §

THIS AGREEMENT is effective this 10th day of September, 2013, by and between THE CITY OF MIDLAND, TEXAS, a home rule municipal corporation, hereinafter called "Licensor," and **Baker Hughes Incorporated**, hereinafter called "Licensee."

Licensee desires use of certain public sanitary sewers within the City of Midland, Texas, for the purposes set forth below.

It is the position of the Licensor that Licensee must obtain a license in order to use the public sanitary sewers.

W I T N E S S E T H:

For and in consideration of the execution of this agreement and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows, to wit:

I. Term

This license shall be for a term of Five (**5**) years, commencing with the date of this agreement written above, the "Commencement Date," unless terminated earlier as provided hereafter. Either party may terminate this Agreement at will for no or any reason upon giving at least ninety (90) days written notice to the other. The parties to this Agreement understand and agree that it is in their sole discretion to cancel the Agreement during the term of the Agreement without penalty. The parties have no expectation and have 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 Agreement becoming effective.

II. Financial Considerations

In further consideration for the rights herein granted to Licensee, Licensee shall pay to the Licensor a one-time License Fee in the sum of one thousand and five hundred dollars and No/100 Dollars (**$1500.00**). This License is not effective until the Licensor receives the License Fee of (**$1500.00**), which shall be paid to Licensor on or before **September 10, 2013.**

In addition to the License Fee, Licensee shall also pay to Licensor a monthly Discharge Fee for every one-thousand (1,000) gallons discharged. At the time of the execution of this Agreement, Licensor's current rate for the Discharge Fee is **seventy four** Cents (**$0.74**). Licensor and Licensee understand and agree that the Discharge Fee changes periodically pursuant to applicable ordinances in the Midland City Code. Licensor shall notify Licensee of any changes in the Discharge Fee, and said Discharge Fee shall be due on or before the last business day of each month.

The License Fee and Discharge Fee payments 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. The License Fee and Discharge Fee payments shall be made to the Licensor at the office of the Director of Utilities, P. O. Box 1152, Midland, Texas, 79702.

III. Use

1. Licensee shall be allowed to dispose of wastewater from sanitary sources (e.g. showers, sinks, toilets) and a washbay. The washbay process is as follows; Oilfield Drilling Motors are washed with a bio-degradable soap to remove Hydrocarbons and wellbore materials from Drilling Motors when they are returned to the facility. Waste water discharges directly into a floor sumps with an oil water separator discharging into sanitary sewer; at a rate of approximately sixty (60) gallons per day, Wash Bay operates only during evening shift Monday thru Sunday 6:00 P.M. – 4:30 A.M. **2103 Market Street Bldg. C, Midland, Texas**, by means of a pretreatment system into Licensor's sanitary sewer system until this license terminates. However, before Licensee disposes of any such wastewater into the sanitary sewer system, Licensee must process such wastewater in a manner approved by Licensor's Director of Utilities that would reduce the metal content to a level below each of the respective limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24. The phrase "metal content" as used

throughout this license agreement shall mean the individual limits of Arsenic, Barium, Boron, Cadmium, Chromium, Copper, Lead, Manganese, Mercury, Nickel, Selenium, Silver and/or Zinc.

2. Before Licensee discharges any wastewater into the Licensor's sanitary sewer system, Licensee shall test such wastewater for metal content and provide the results to Licensor's Director of Utilities. If the metal content is at or below the limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control, Licensee may begin discharging such wastewater into the sanitary sewer system immediately upon delivery of the test results to the Director of Utilities.

3. After commencing the discharge of wastewater into Licensor's sanitary sewer system, Licensee shall monitor and test the wastewater for metal content in accordance with the following schedule:

a. Commencing with the first day and up to the fourteenth day after discharge begins, test every three (3) days, or as directed by the Director of Utilities.

b. Day fifteen (15) to day seventy (70), test not less than once every fourteen (14) days, or as directed by the Director of Utilities.

c. After day seventy (70), test not less than once every fourteen (14) days unless Licensor's Director of Utilities in his discretion authorizes in writing less frequent testing based on the results of previous tests.

Licensee shall provide Licensor's Director of Utilities a copy of the results from each wastewater test conducted as required herein within three (3) business days after receiving said results.

4. Licensee shall discontinue disposing of such wastewater in the sanitary sewer system at any time that such tests indicate that the metal content is greater than the limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control. Thereafter, Licensee may not dispose of such wastewater in the sanitary sewer system until Licensee has reduced the metal content to a level at or below the limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control and has provided test results reflecting such to the Director of Utilities. Further, Licensee shall again monitor and test the wastewater on a periodic basis in accordance with the schedule outlined in paragraph 5, above, as if Licensee was beginning the disposal of such wastewater in the sanitary sewer system for the first time.

5. Licensor reserves the right to test the wastewater being disposed of in the sanitary sewer system at any time. The cost of such test shall be borne by the Licensee. If the test indicates a metal content level which exceeds the limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control. Licensor shall immediately notify Licensee and provide Licensee with a copy of the test results.

6. Licensor's Director of Utilities shall determine the manner and location such wastewater will be discharged into the sanitary sewer system. Licensor's Director of Utilities shall have the right to order Licensee to discontinue disposing of such wastewater in the sanitary sewer system at any time he determines that the amount or quality of such wastewater endangers the operation of the sanitary sewer system. Further, Licensee shall dispose of such wastewater in the sanitary sewer system at the same rate that such water is treated by the appropriate pretreatment system. Licensee shall pay to Licensor a Discharge Fee per 1000 gallons for the use of said sanitary sewer system. Such charge is based on the cost incurred by the Licensor in disposing of such water in the sanitary sewer system and is in addition to the License Fee described in Paragraph 2, above.

7. Notwithstanding any other provisions, Licensee shall at all times during the term of this license agreement comply with applicable federal, state, and local laws regarding Licensee's activities pursuant to this license agreement, including but not limited to any policy of the City of Midland and all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this license agreement for all legal purposes. Failure to abide by any such law or policy mentioned herein constitutes grounds for the immediate termination of this license agreement.

Further, Licensee agrees to indemnify, defend, and hold Licensor, its elected officials, employees, officers, and agents harmless from any fines, penalties, or costs, including but not limited to required remediative costs which may be assessed against Licensor by the U.S. Environmental Protection Agency, the Texas Commission on Environmental Quality, or any other governmental entity with appropriate jurisdiction, and which directly result from Licensee's activities pursuant to this Discharge License (hereinafter in this paragraph called "the penalties"). Licensor shall attempt to give Licensee written notice not later than sixty (60) business days after Licensor receives written notice of the penalties and shall allow Licensee to contest or defend the penalties if Licensee so desires. Licensor shall reasonably cooperate with Licensee in the defense of the penalties.

IV. Standard General Conditions

1. **Insurance** - Licensee shall provide and maintain in force throughout the term of this license at its own expense, insurance coverage with minimum limits as follow: (a) Worker's Compensation - statutory minimums with subrogation waived against Licensor; (b) Employer's Liability - $500,000 each occurrence; (c) General Liability, including Bodily Injury, Property Damage, and Contractual Liability - $5,000,000 combined single limit, each occurrence; and (d) Automotive Liability, including Bodily Injury and Property Damage - $1,000,000 combined single limit, each occurrence. Licensee shall also carry such Sudden, Accident and Non-sudden Pollution insurance as may be required by the Federal Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), in amounts and scope of not less than those required by RCRA. Licensee shall furnish to Licensor certificates of insurance evidencing the coverages required above prior to commencing discharge of wastewater into Licensor's sanitary sewer system. Each such certificate shall contain a statement of the insurer's obligation to notify Licensor at least thirty (30) days prior to cancellation of any policy covered thereunder. Such insurance shall be written with insurance companies authorized to do business in the State of Texas and acceptable to Licensor and all insurance policies except worker's compensation shall include Licensor as an additional insured and shall cover all of Licensee's contractors and subcontractors. Copies of the required policies of insurance that have been issued or certificates evidencing proof of said policies shall be deposited with the Licensor prior to commencing discharge of wastewater into Licensor's sanitary sewer system. Notwithstanding anything herein to the contrary, Licensee shall at all times be in compliance with applicable federal, state and local laws, regulations and rules regarding financial responsibility as related to the activities authorized by this Discharge License. All insurance required above shall provide a waiver of subrogation in favor of Licensor. The parties agree that, prior to the execution of this Agreement, Licensor shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the Licensor. The Licensor shall not be required to provide any insurance whatsoever pursuant to this Agreement.

The Licensee 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.

2. **INDEMNITY - LICENSEE WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR AND ALL OF LICENSEE'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSES, 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 LICENSEE, ITS AGENTS, OFFICERS OR EMPLOYEES IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSE 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 LICENSOR, LICENSOR'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 LICENSEE OR LICENSEE'S EMPLOYEES, AGENTS OR OFFICERS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

3. **Assignment** - The rights granted by this license inure solely to the benefit of the Licensee. The rights and privileges set forth herein shall not be assignable without the express written consent of the City Manager.

4. **Notice** - Any notice or communication required in the administration of this License shall be sent to the Licensor as follows: City Manager, City of Midland, P.O. Box 1152, Midland, Texas, 79702.

Any notice or communication required in the administration of this license shall be sent to the Licensee as follows: **Baker Hughes Oilfield Operations Inc., Attn: Michael Dehart, AMO Manager, Drilling Systems, 2103 Market Street, Midland, Texas, 79703.**

Independent Contractor - It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Licensor; that Licensee 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 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 and services described hereunder by Licensee shall be considered an officer, agent, servant or employee of the Licensor. 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. Licensee 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 Licensor does not have the power to direct the order in which the work is done. The Licensor shall not have the right to control the means, methods or details of the Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

6. **WAIVER OF ATTORNEY'S FEES - BY EXECUTING THIS AGREEMENT, LICENSEE AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE LICENSOR, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE LICENSEE SPECIFICALLY AGREES THAT IF THE LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM**

DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE 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 THE AGREEMENT. THE LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE LICENSOR AND THE LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

7. **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.

8. **RELEASE - NOTWITHSTANDING ANY OTHER PROVISIONS, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, 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.**

9. **Third-party Beneficiary** - The Licensor's approval of this Discharge License does not create a third party beneficiary. There is no third party beneficiary to this Discharge License. No person or entity who is not a party to this Discharge License shall have any third party beneficiary or other rights hereunder.

10. **Sovereign Immunity** - By executing this Agreement the City is not waiving its sovereign immunity and retains all immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

11. **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, Licensee or his legal representative, shall give the City Manager, or any other reasonable official of the Licensor, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred-twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the 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 months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Licensee 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 Licensor from any liability whatsoever. The 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 Agreement are reasonable.

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

IN WITNESS WHEREOF, the parties have executed this license as of the date first above written.

LICENSOR

CITY OF MIDLAND, TEXAS

By_____

Courtney Sharp, City Manager

ATTEST:

_____

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____

Keith Stretcher, City Attorney

LICENSEE

Baker Hughes Incorporated

By_____

Title: Bill Romane, Real Estate Manager

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of Baker Hughes Incorporated, for the purposes and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, A.D., 2013

_____

Notary Public, State of

_____

Printed Name

My Commission Expires:_____

City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: 9/10/2013

TO: City Council / City Manager

FROM: Holly McGrath-Rosas, Assistant Director of Utilities

SUBJECT: Consider a Resolution Approving a Discharge License Baker Hughes, Inc.

Purpose:

Consider a resolution approving a discharge license with Baker Hughes, Inc., for the purpose of discharging treated wastewater from sanitary sources (e.g. showers, sinks, toilets) and a washbay. They will be required to meet all specifications spelled out in the City's Industrial Waste Ordinance No. 6778, with regard to acceptable levels of certain contaminants in their treated wastewater.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

A $1,500 License fee will be paid to the City, in addition to a discharge fee of 0.74¢ per 1,000 gallons discharged. Monies collected will be paid to the City's Water Fund.

Discussion:

Baker Hughes, Inc. approached the City about discharging treated wastewater. Oilfield Drilling Motors are washed with a bio-degradable soap to remove Hydrocarbons and wellbore materials from Drilling Motors when they are returned to the facility. Waste water discharges directly into floor sumps with an oil water separator that then discharges into the sanitary sewer at a rate of approximately sixty (60) gallons per day. They are required to pre-treat and test the effluent they are discharging periodically to assure that it meets the City's standards for sewer disposal and are required to obtain this Discharge Permit. They will discharge into the City's sewer system at their location at 2105 Market Street Building D.

The City's industrial waste ordinance specifies the maximum limits for certain constituents that can be allowed into the sewer system without adverse effects to the treatment plant and pipelines. Any discharge that does not meet these requirements must go through an approved pretreatment process to reduce the limits of the contaminants to acceptable levels. Analyses of the wastewater must be provided to the City at specific intervals throughout the treatment process. Baker Hughes, Inc., has agreed to the provisions of the ordinance and we recommend approval of the license.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A SANITARY SEWER DISCHARGE LICENSE AGREEMENT WITH BAKER HUGHES, INCORPORATED, FOR THE PURPOSE OF DISCHARGING TREATED WASTEWATER AT 2105 MARKET STREET, BUILDING D, MIDLAND, TEXAS

WHEREAS, a request has been made for a Sanitary Sewer Discharge License by Baker Hughes, Inc., to allow for the discharging of treated wastewater at their location at 2105 Market Street, Building D, Midland, Texas; and

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a Sanitary Sewer Discharge License for such purpose;

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

THAT the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a Sanitary Sewer Discharge License Agreement with Baker Hughes Oilfield Operations, Inc., said Agreement being on file in the office of the City Secretary, referenced by the date and number of this Resolution.

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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Holly McGrath Rosas, Interim Utilities Director

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/09/2013

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 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:	
Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057 Telephone (713) 458-5200	PHONE (A/C, No, Ext): 866-260-8538	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ACE American Insurance Company	
INSURED Baker Hughes Incorporated 2105 Market Street Midland, TX 79703	INSURER B :	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			HDO G270209124	05/01/2013	05/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ 5,000,000 $ 5,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			ISA H08712566	11/1/2012	11/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C47125753 (AOS) WLR C47125765 (LA,WV)	11/1/2012 11/1/2012	11/1/2013 11/1/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Pollution Liability			HDO G270209124	05/01/2013	05/01/2014	$1,000,000 Each Pollution Condition $1,000,000 Aggregate Liability	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All policies except WC/EL include a blanket automatic additional insured endorsement (provision) providing additional insured status to the certificate holder only when there is a written contract between the named insured and certificate holder that requires such status.

All policies include a blanket waiver of subrogation endorsement (provision) that provides this feature only when there is a written contract between the named insured and certificate holder that requires such status.

The policies include a blanket notice of cancellation to certificate holders endorsement, providing 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requires cancellation.

CERTIFICATE HOLDER

City of Midland
P.O. Box 1152
Midland, TX 79702
Attn: Director of Utilities

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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DISCHARGE LICENSE

THE STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF MIDLAND §

THIS AGREEMENT is effective this 10th day of September, 2013, by and between THE CITY OF MIDLAND, TEXAS, a home rule municipal corporation, hereinafter called "Licensor," and **Baker Hughes Incorporated**, hereinafter called "Licensee."

Licensee desires use of certain public sanitary sewers within the City of Midland, Texas, for the purposes set forth below.

It is the position of the Licensor that Licensee must obtain a license in order to use the public sanitary sewers.

W I T N E S S E T H:

For and in consideration of the execution of this agreement and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows, to wit:

I. Term

This license shall be for a term of Five (**5**) years, commencing with the date of this agreement written above, the "Commencement Date," unless terminated earlier as provided hereafter. Either party may terminate this Agreement at will for no or any reason upon giving at least ninety (90) days written notice to the other. The parties to this Agreement understand and agree that it is in their sole discretion to cancel the Agreement during the term of the Agreement without penalty. The parties have no expectation and have 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 Agreement becoming effective.

II. Financial Considerations

In further consideration for the rights herein granted to Licensee, Licensee shall pay to the Licensor a one-time License Fee in the sum of one thousand and five hundred dollars and No/100 Dollars (**$1,500.00**). This License is not effective until the Licensor receives the License Fee of (**$1,500.00**), which shall be paid to Licensor on or before **September 10, 2013.**

In addition to the License Fee, Licensee shall also pay to Licensor a monthly Discharge Fee for every one-thousand (1,000) gallons discharged. At the time of the execution of this Agreement, Licensor's current rate for the Discharge Fee is **seventy four** Cents (**$0.74**). Licensor and Licensee understand and agree that the Discharge Fee changes periodically pursuant to applicable ordinances in the Midland City Code. Licensor shall notify Licensee of any changes in the Discharge Fee, and said Discharge Fee shall be due on or before the last business day of each month.

The License Fee and Discharge Fee payments 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. The License Fee and Discharge Fee payments shall be made to the Licensor at the office of the Director of Utilities, P. O. Box 1152, Midland, Texas, 79702.

III. Use

1. Licensee shall be allowed to dispose of wastewater from sanitary sources (e.g. showers, sinks, toilets) and a washbay. The washbay process is as follows; Oilfield Drilling Motors are washed with a bio-degradable soap to remove Hydrocarbons and wellbore materials from Drilling Motors when they are returned to the facility. Waste water discharges directly into a floor sumps with an oil water separator discharging into sanitary sewer; at a rate of approximately sixty (60) gallons per day, Wash Bay operates only during evening shift Monday thru Sunday 6:00 P.M. – 4:30 A.M. **2105 Market Street Bldg. D, Midland, Texas**, by means of a pretreatment system into Licensor's sanitary sewer system until this license terminates. However, before Licensee disposes of any such wastewater into the sanitary sewer system, Licensee must process such wastewater in a manner approved by Licensor's Director of Utilities that would reduce the metal content to a level below each of the respective limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24. The phrase "metal content" as used

throughout this license agreement shall mean the individual limits of Arsenic, Barium, Boron, Cadmium, Chromium, Copper, Lead, Manganese, Mercury, Nickel, Selenium, Silver and/or Zinc.

2. Before Licensee discharges any wastewater into the Licensor's sanitary sewer system, Licensee shall test such wastewater for metal content and provide the results to Licensor's Director of Utilities. If the metal content is at or below the limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control, Licensee may begin discharging such wastewater into the sanitary sewer system immediately upon delivery of the test results to the Director of Utilities.

3. After commencing the discharge of wastewater into Licensor's sanitary sewer system, Licensee shall monitor and test the wastewater for metal content in accordance with the following schedule:

a. Commencing with the first day and up to the fourteenth day after discharge begins, test every three (3) days, or as directed by the Director of Utilities.

b. Day fifteen (15) to day seventy (70), test not less than once every fourteen (14) days, or as directed by the Director of Utilities.

c. After day seventy (70), test not less than once every fourteen (14) days unless Licensor's Director of Utilities in his discretion authorizes in writing less frequent testing based on the results of previous tests.

Licensee shall provide Licensor's Director of Utilities a copy of the results from each wastewater test conducted as required herein within three (3) business days after receiving said results.

4. Licensee shall discontinue disposing of such wastewater in the sanitary sewer system at any time that such tests indicate that the metal content is greater than the limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control. Thereafter, Licensee may not dispose of such wastewater in the sanitary sewer system until Licensee has reduced the metal content to a level at or below the limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control and has provided test results reflecting such to the Director of Utilities. Further, Licensee shall again monitor and test the wastewater on a periodic basis in accordance with the schedule outlined in paragraph 5, above, as if Licensee was beginning the disposal of such wastewater in the sanitary sewer system for the first time.

5. Licensor reserves the right to test the wastewater being disposed of in the sanitary sewer system at any time. The cost of such test shall be borne by the Licensee. If the test indicates a metal content level which exceeds the limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control. Licensor shall immediately notify Licensee and provide Licensee with a copy of the test results.

6. Licensor's Director of Utilities shall determine the manner and location such wastewater will be discharged into the sanitary sewer system. Licensor's Director of Utilities shall have the right to order Licensee to discontinue disposing of such wastewater in the sanitary sewer system at any time he determines that the amount or quality of such wastewater endangers the operation of the sanitary sewer system. Further, Licensee shall dispose of such wastewater in the sanitary sewer system at the same rate that such water is treated by the appropriate pretreatment system. Licensee shall pay to Licensor a Discharge Fee per 1000 gallons for the use of said sanitary sewer system. Such charge is based on the cost incurred by the Licensor in disposing of such water in the sanitary sewer system and is in addition to the License Fee described in Paragraph 2, above.

7. Notwithstanding any other provisions, Licensee shall at all times during the term of this license agreement comply with applicable federal, state, and local laws regarding Licensee's activities pursuant to this license agreement, including but not limited to any policy of the City of Midland and all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this license agreement for all legal purposes. Failure to abide by any such law or policy mentioned herein constitutes grounds for the immediate termination of this license agreement.

Further, Licensee agrees to indemnify, defend, and hold Licensor, its elected officials, employees, officers, and agents harmless from any fines, penalties, or costs, including but not limited to required remediative costs which may be assessed against Licensor by the U.S. Environmental Protection Agency, the Texas Commission on Environmental Quality, or any other governmental entity with appropriate jurisdiction, and which directly result from Licensee's activities pursuant to this Discharge License (hereinafter in this paragraph called "the penalties"). Licensor shall attempt to give Licensee written notice not later than sixty (60) business days after Licensor receives written notice of the penalties and shall allow Licensee to contest or defend the penalties if Licensee so desires. Licensor shall reasonably cooperate with Licensee in the defense of the penalties.

IV. Standard General Conditions

1. **Insurance** - Licensee shall provide and maintain in force throughout the term of this license at its own expense, insurance coverage with minimum limits as follow: (a) Worker's Compensation - statutory minimums with subrogation waived against Licensor; (b) Employer's Liability - $500,000 each occurrence; (c) General Liability, including Bodily Injury, Property Damage, and Contractual Liability - $5,000,000 combined single limit, each occurrence; and (d) Automotive Liability, including Bodily Injury and Property Damage - $1,000,000 combined single limit, each occurrence. Licensee shall also carry such Sudden, Accident and Non-sudden Pollution insurance as may be required by the Federal Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), in amounts and scope of not less than those required by RCRA. Licensee shall furnish to Licensor certificates of insurance evidencing the coverages required above prior to commencing discharge of wastewater into Licensor's sanitary sewer system. Each such certificate shall contain a statement of the insurer's obligation to notify Licensor at least thirty (30) days prior to cancellation of any policy covered thereunder. Such insurance shall be written with insurance companies authorized to do business in the State of Texas and acceptable to Licensor and all insurance policies except worker's compensation shall include Licensor as an additional insured and shall cover all of Licensee's contractors and subcontractors. Copies of the required policies of insurance that have been issued or certificates evidencing proof of said policies shall be deposited with the Licensor prior to commencing discharge of wastewater into Licensor's sanitary sewer system. Notwithstanding anything herein to the contrary, Licensee shall at all times be in compliance with applicable federal, state and local laws, regulations and rules regarding financial responsibility as related to the activities authorized by this Discharge License. All insurance required above shall provide a waiver of subrogation in favor of Licensor. The parties agree that, prior to the execution of this Agreement, Licensor shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the Licensor. The Licensor shall not be required to provide any insurance whatsoever pursuant to this Agreement.

The Licensee 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.

2. **INDEMNITY - LICENSEE WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR AND ALL OF LICENSEE'S OFFICERS, AGENTS**

AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSES, 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 LICENSEE, ITS AGENTS, OFFICERS OR EMPLOYEES IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSE 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 LICENSOR, LICENSOR'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 LICENSEE OR LICENSEE'S EMPLOYEES, AGENTS OR OFFICERS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

3. **Assignment** - The rights granted by this license inure solely to the benefit of the Licensee. The rights and privileges set forth herein shall not be assignable without the express written consent of the City Manager.

4. **Notice** - Any notice or communication required in the administration of this License shall be sent to the Licensor as follows: City Manager, City of Midland, P.O. Box 1152, Midland, Texas, 79702.

Any notice or communication required in the administration of this license shall be sent to the Licensee as follows: **Baker Hughes Incorporated, Attn: Michael Dehart, AMO Manager, Drilling Systems, 2105 Market Street, Midland, Texas, 79703**

Independent Contractor - It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Licensor; that Licensee 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 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 and services described hereunder by Licensee shall be considered an officer, agent, servant or employee of the Licensor. 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. Licensee 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 Licensor does not have the power to direct the order in which the work is done. The Licensor shall not have the right to control the means, methods or details of the Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

6. **WAIVER OF ATTORNEY'S FEES - BY EXECUTING THIS AGREEMENT, LICENSEE AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE LICENSOR, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE LICENSEE SPECIFICALLY AGREES THAT IF THE LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND**

REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE 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 THE AGREEMENT. THE LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE LICENSOR AND THE LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

7. **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.

8. **RELEASE - NOTWITHSTANDING ANY OTHER PROVISIONS, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, 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.**

9. **Third-party Beneficiary** - The Licensor's approval of this Discharge License does not create a third party beneficiary. There is no third party beneficiary to this Discharge License. No person or entity who is not a party to this Discharge License shall have any third party beneficiary or other rights hereunder.

10. **Sovereign Immunity** - By executing this Agreement the City is not waiving its sovereign immunity and retains all immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

11. **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, Licensee or his legal representative, shall give the City Manager, or any other reasonable official of the Licensor, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred-twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the 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 months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Licensee 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 Licensor from any liability whatsoever. The 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 Agreement are reasonable.

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

IN WITNESS WHEREOF, the parties have executed this license as of the date first above written.

LICENSOR

CITY OF MIDLAND, TEXAS

By_____

Courtney Sharp, City Manager

ATTEST:

_____

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____

Keith Stretcher, City Attorney

LICENSEE

Baker Hughes, Incorporated

By_____

Title: Bill Romane, Real Estate Manager

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared Bill Romane, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of Baker Hughes Incorporated, for the purposes and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, A.D., 2013

_____

Notary Public, State of

_____

Printed Name

My Commission Expires:_____

City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: **September 10, 2013**

TO: **CITY COUNCIL/CITY MANAGER**

FROM: **Jim Compton, Acting Planning Division Manager**

SUBJECT: **Consider an ordinance on second reading on a request by Timothy Rogers and Sandra Javelly for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on a 929 square foot portion of Lots 7 thru 9, Block 58, Original Town, City and County of Midland, Texas. (Generally located on the northeast corner of the intersection of W. Wall Street N. Pecos Street.) District – 3.**

Purpose:

Consider an ordinance on second reading on a request by Timothy Rogers and Sandra Javelly for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on a 929 square feet portion of Lots 7 thru 9, Block 58, Original Town, City and County of Midland, Texas.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

No city funds are required to process this request.

Discussion:

The applicants are requesting a Specific Use Permit With Term for the sale of all alcoholic beverages for on-premises consumption for their restaurant. The Café will be in the WNB Tower by Wall Street and Pecos Street, within a large C-1, Central Area District, which currently includes 15 similar permits. The alcoholic beverage service hours for the café will be from Monday through Sunday from 10:00 a.m. to 9:00 p.m. Based off the serviceable square footage of the café, the maximum seating capacity will be 25 seats. The City Council approved this ordinance on first reading on August 27, 2013, and no opposition was noted. It is now appropriate to consider this request on second and final reading.

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS A 929 SQUARE FOOT PORTION OF LOTS 7-9, BLOCK 58, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND NORTH PECOS STREET), WHICH IS PRESENTLY ZONED C-1, CENTRAL AREA DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter and the State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by the granting of a Specific Use Permit With Term, set out hereinafter, on the property described in Section One hereof;

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

SECTION ONE. That the zoning use classification of the following described property, which is presently zoned C-1, Central Area District, to-wit:

Lots 7-9, Block 58, Original Town, City and County of Midland, Texas;

is hereby changed to permit said property to be used under a Specific Use Permit With Term for the sale of all alcoholic beverages for on-premises consumption in a restaurant, together

with the uses permitted in the present C-1, Central Area District.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

A. That the serviceable space of the café shall be limited in area to 390 contiguous square feet.

B. That seats shall be limited to a maximum of 25.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 10:00 a.m. to 9:00 p.m.

D. That the sale and on-premise consumption of alcoholic beverages shall conform to all applicable laws established by the City of Midland and the State of Texas.

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., 2013; 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., 2013, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

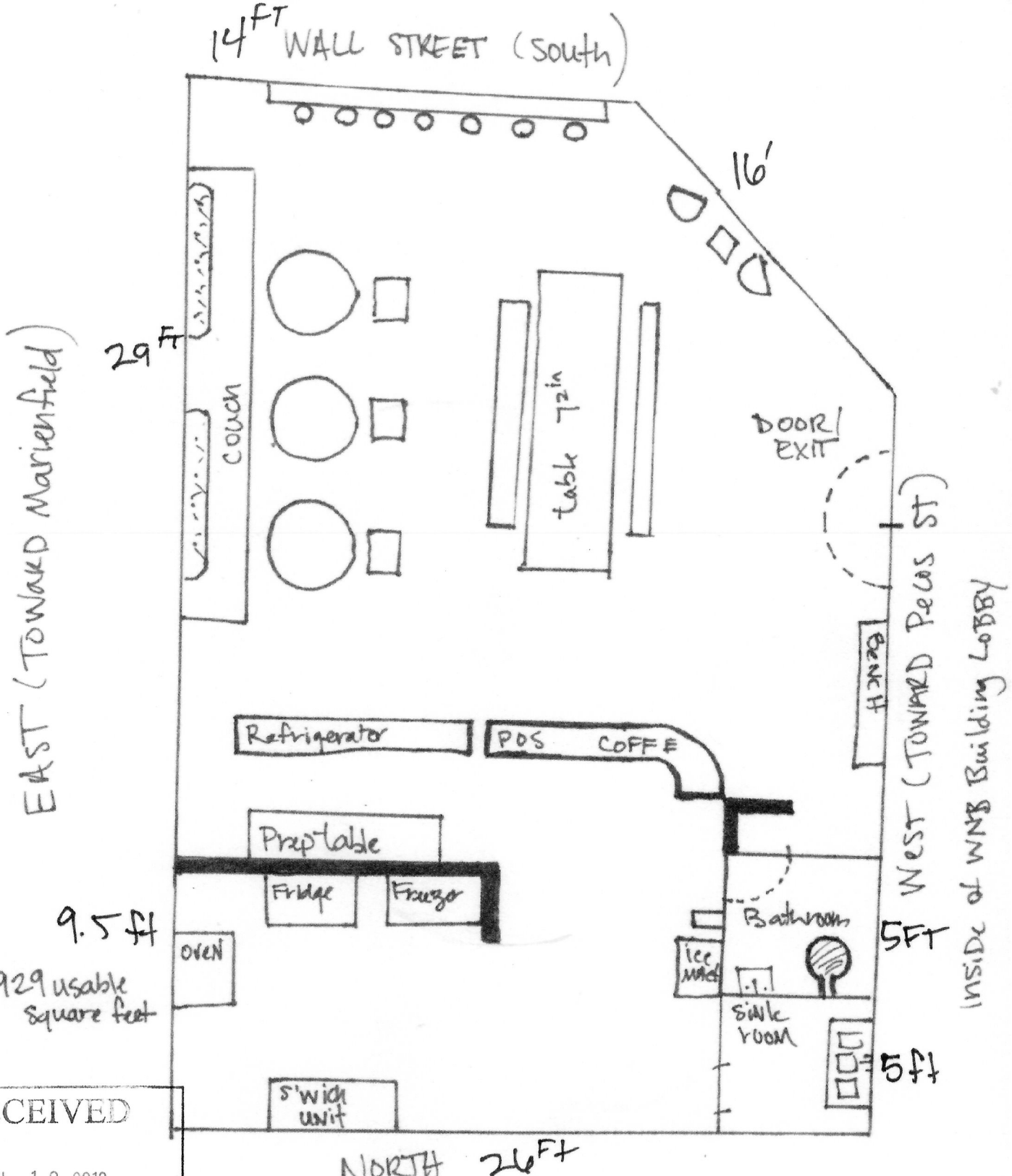
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
James R. Nichols, Assistant City Manager

APPROVED AS TO FORM:

_____

Keith Stretcher, City Attorney



RECEIVED
JUL 18 2013
CITY OF MIDLAND
PLANNING DIVISION OFFICE

EXHIBIT A

SITE PLAN

CASE NO. S-13-009

PLANNING AND ZONING COMMISSION

August 5, 2013

CASE: S-13-009.

REQUEST: Hold a public hearing and consider a request for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant.

APPLICANT: Timothy Rogers and Sandra Javelly.

OWNER: WNB REI LLC.

LEGAL DESCRIPTION: On a 929 square feet portion of Lots 7 thru 9, Block 58, Original Town, City and County of Midland, Texas.

LOCATION: Generally located on the northeast corner of the intersection of W. Wall Street N. Pecos Street.

CURRENT ZONING: C-1, Central Area District.

DETAILS OF REQUEST:

1. The applicants are requesting a Specific Use Permit for the sale of alcoholic beverages for on-premise consumption for their café. Lori's Café will be replacing a previous restaurant located within the WNB Tower north of Wall Street and east of Pecos Street. The applicants are requesting a maximum seating capacity of 30 seats, with alcoholic beverage service hours Monday through Sunday from 10:00 a.m. to 9:00 p.m.

SURROUNDING ZONING AND LAND USE:

2. This property is within a large C-1, Central Area District. The zoning districts to the north, west, south, and east are all in the same C-1 District. There are about 15 Specific Use Permits for the on-premise consumption of alcoholic beverages within this C-1 district, the closest ones being for Hot Shots, Lone Star Bar, and The Bar across Wall Street to the west.

ANALYSIS:

3. Lori's Cafe will have a maximum floor area of 929 square feet, with 390 square feet being utilized to serve alcohol. The Building Official has determined that seating capacity will be 25 seats based on the 390 serviceable square feet available. Staff has no objections to the requested hours of service Monday through Sunday 10:00 a.m. to 9:00 p.m.

STAFF RECOMMENDATION:

Staff recommends approval of the request for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to the following conditions:

A. **That the serviceable space of the café shall be limited to 390 square feet in contiguous area.**

B. **That the maximum number of seats shall be limited to 25 seats.**

C. **That alcoholic beverages may be sold only during the hours specified as follows:**

Monday through Sunday 10:00 a.m. to 9:00 p.m.

D. **That the sale of alcoholic beverages for on-premise consumption shall comply with state and local laws.**

Ken Van Dyne
Acting Planning Division Manager
Department of Development Services

Madhuri Kulkarni, City Planner
Department of Development Services

Attachments:

Application
Maps
Exhibit A (Site Plan)

Case Number: S-13-009 ~~SB052~~

CITY OF MIDLAND
Planning Division

APPLICATION FOR A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION

Timothy Rogers Loris Cafe LLC T 4322300225
Sandra Davelly dba taste@ S 9174881119
Applicant Name 508 Phone/e-mail

508 W Wall St Suite 150 Midland, TX 79701
Address Zip Code

WNB REI LLC 4326874414
Property Owner Name Phone/e-mail

400 W Illinois Ave STE 160 Midland TX 7970 1
Address Zip Code

Haley-Nwc Property mgmt 432 687 4414
Operator (if different from Applicant or Property Owner) Phone/e-mail

As above
Address Zip Code

Type of Business: Restaurant / cafe
(Restaurant, Bar, Lounge, Nightclub, etc.)

Street address and Legal Description of property on which SUP is desired (complete Lot, Block, and Subdivision, name, or if unplatted, attach a Metes and Bounds description with surveyor's seal.)
929 usable square feet. 390 square feet for seating

Current Zoning: Downtown Space

Max. Floor Area: 390 sq feet Seating Capacity: 30

Proposed hours and days of alcoholic beverage sales: 10AM - 9PM

Reason for request: Beer & Wine license for small cafe

REQUIRED SUBMITTALS

1. Application fee: **$300** ✓.

2. Site plan – 16 copies (FOLDED) ____.
3. On a CD in .pdf and .jpg digital format ____.

SIGNATURES:

Applicant: _____ Date: 7.12.2013

Property Owner: _____ Date: 7.12.2013

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Timothy S. Rogers who, being by me duly sworn, upon oath says: That (s)he is authorized by Scooter Brown, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

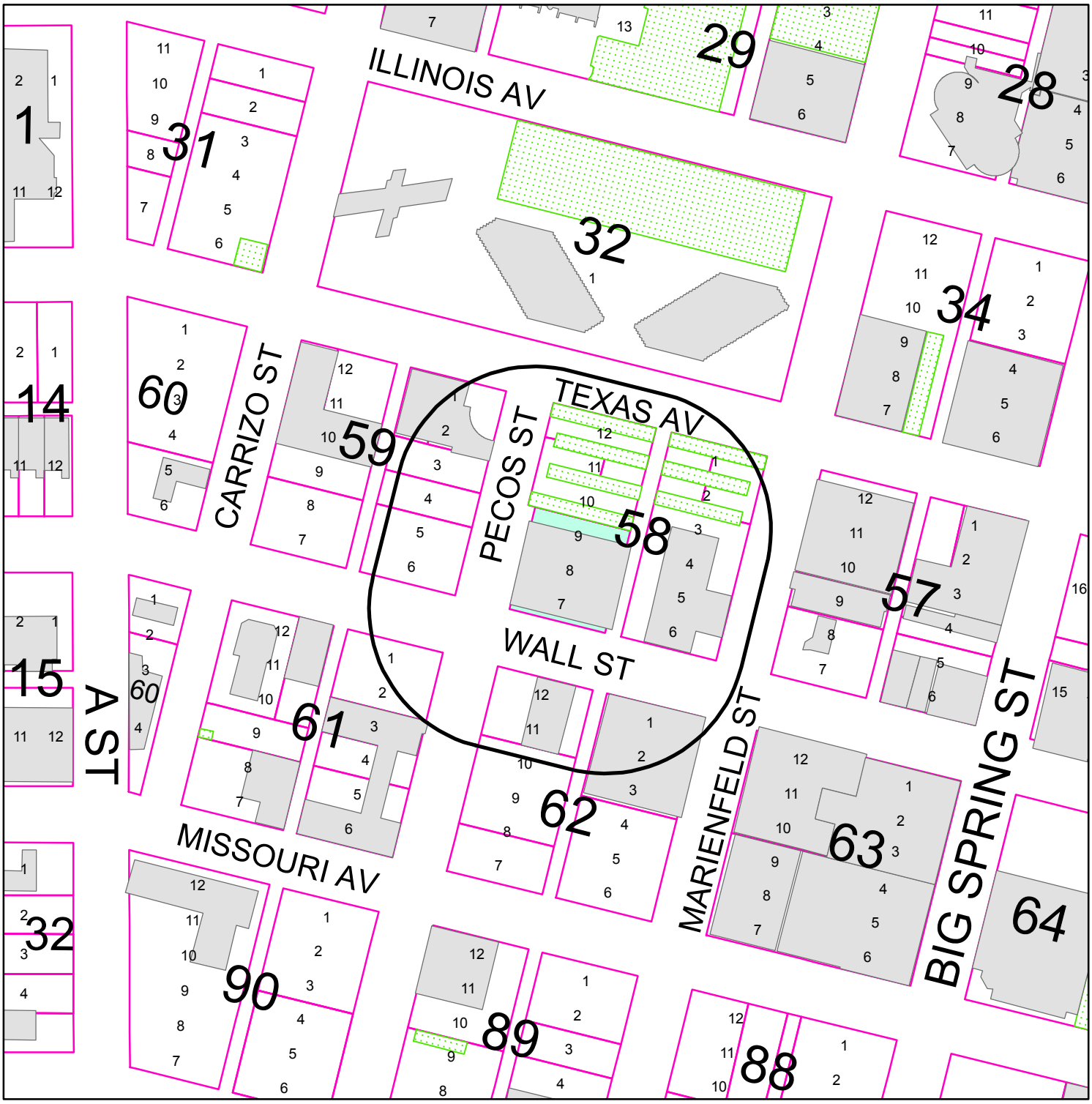
Subscribed and sworn to before me, this 12 day of July, 20 13, to certify which witness my hand and seal of office.

TAMMY BELMAN
Notary Public, State of Texas
My Commission Expires
July 05, 2016

Tammy Belman
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY
Rec'd By: RS Date: 7/2/13
Assigned: MK
For: P+Z On: 8/5/13

****Application will not be considered for scheduling until reviewed by a planner.****



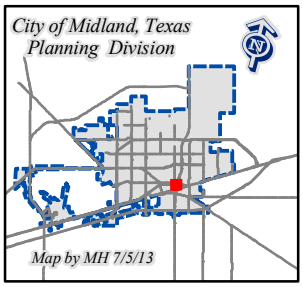
PROPERTY OWNER NOTIFICATION MAP

S - 13 - 009 **Scale: 1" = 200'**

Consider a request for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on a 929 square feet portion of Lots 7 thru 9, Block 58, Original Town, City and County of Midland, Texas.

L E G E N D

- CITY LIMITS
- PARCEL
- PUBLIC BLDGS
- ACCESSORY BLDGS



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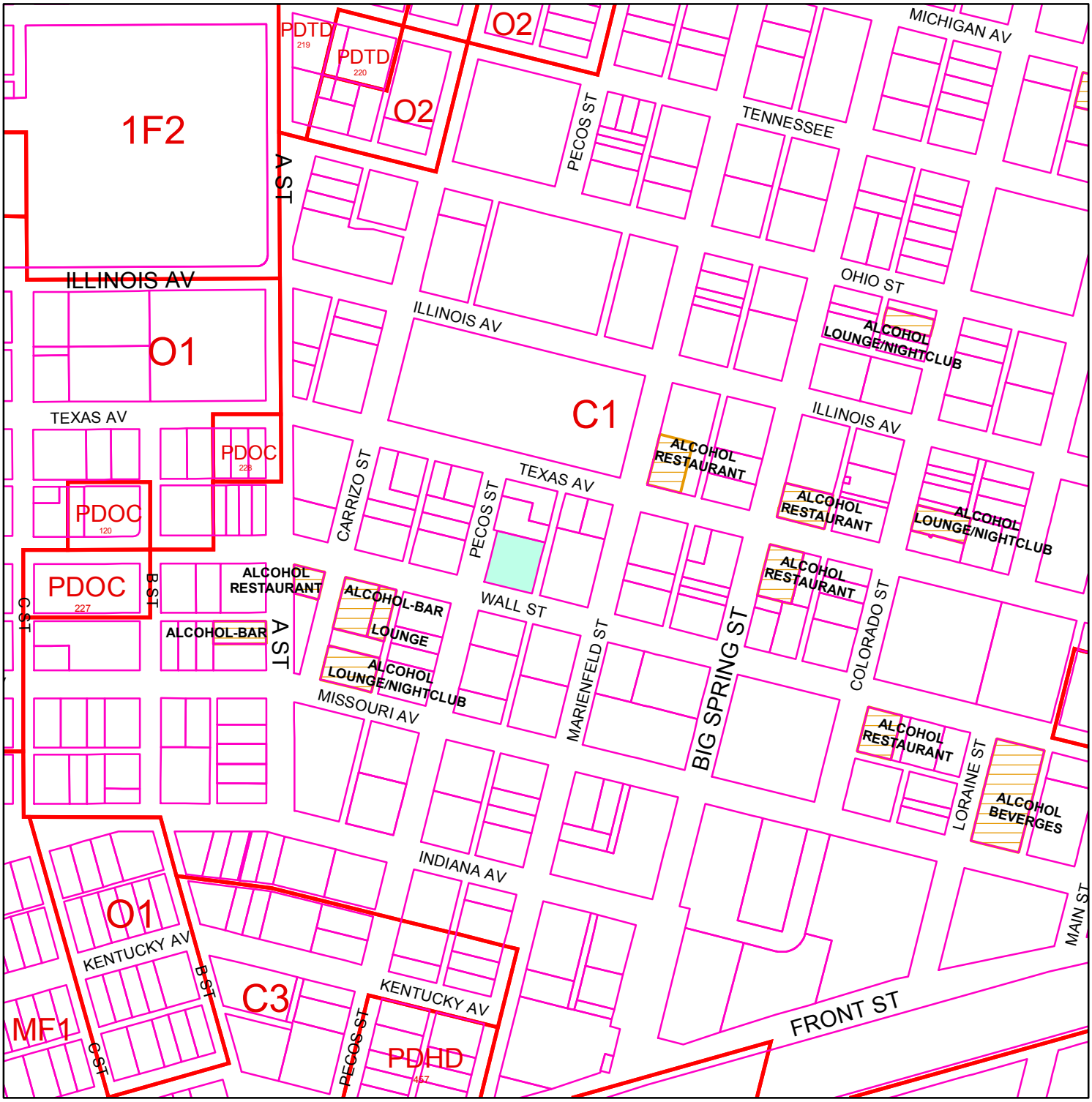

ZONING MAP

S - 13 - 009 **Scale: 1" = 400'**

Consider a request for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on a 929 square feet portion of Lots 7 thru 9, Block 58, Original Town, City and County of Midland, Texas.

LEGEND

ZONING | PARCELS | SPECIFIC USE PERMITS

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

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City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: 9/10/2013

TO: City Council / City Manager

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Consider an ordinance on second reading on a request by Jay Stewart for a zone change from PD, Planned District for a Housing Development on Lot 2 and from LR-2, Local Retail District, on Lot 4, to PD, Planned District for a Housing Development, all out of Block 8, Westridge Park Addition, Section 23; City and County of Midland, Texas. (Generally located near the southwest corner of the intersection of Deauville Boulevard and Tradewinds Boulevard.)

Purpose:

Consider an ordinance on second reading on a request by Jay Stewart for a zone change from PD, Planned District for a Housing Development on Lot 2 and from LR-2, Local Retail District, on Lot 4, to PD, Planned District for a Housing Development, all out of Block 8, Westridge Park Addition, Section 23; City and County of Midland, Texas. (Generally located near the southwest corner of the intersection of Deauville Boulevard and Tradewinds Boulevard.).

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

There is no cost to the City associated with approving this request.

Discussion:

This item was approved at the August 27th City Council meeting on first reading for the development of an apartment complex. The complex is set at 17.0 units/acre with a total of 290 units. Ingress and egress to the property will be from Deauville Boulevard and Tradewinds Boulevard. The tenant buildings closest to Deauville Boulevard will be three stories while the tenant buildings closer to the sourthern-most property boundary will be two story structures. No changes have been made to this case since its first reading.

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOTS 2 AND 4, BLOCK 8, WESTRIDGE PARK ADDITION, SECTION 23, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR HOUSING DEVELOPMENT, IN PART, AND LR-2, LOCAL RETAIL DISTRICT, IN PART, TO BE USED AS A PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED NEAR THE SOUTHWEST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND TRADEWINDS BOULEVARD); PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a Planned District for a Housing Development, set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned PD, Planned District for a Housing Development, in part, and LR-2, Local Retail District, in part, and it shall be used as a Planned District for a Housing Development, subject to the special conditions and

restrictions hereinafter set out, said property being described as follows:

Lots 2 and 4, Block 8, Westridge Park Addition, Section 23, City and County of Midland, Texas.

SECTION TWO. That said property shall be subject to the following special conditions and restrictions:

1. That the use and development of this property shall conform to the regulations of the MF-1, Multiple-Family Dwelling District.

2. The total density shall not exceed 17 dwelling units per acre or 290 total apartment units.

3. That the proposed development shall significantly conform to the conditions shown on the site plan and renderings, which are attached hereto as Exhibits "A", "B", "C" and "D".

4. That the maximum height of all buildings shall not exceed 50 feet.

5. That the proposed development shall meet all requirements of the Fire Marshal's Office.

6. That the proposed development shall meet all requirements of the Building Official.

7. That all driveways shall be in compliance with all applicable provisions of the Midland City Code.

8. That all signage shall be in compliance with all applicable provisions of the Midland City Code, and any requests varying from sign standards shall require an amended planned district.

9. That all landscaping shall be in compliance with all applicable City of Midland landscaping regulations.

10. That dumpster placement and utility screening shall be in compliance with all applicable provisions of the Midland City Code.

11. That City of Midland Ordinance No. 9087 is hereby amended by this ordinance.

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that

covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the ___day of _____, A.D., 2013; 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., 2013, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

_____
W. Wesley Perry, Mayor

ATTEST:

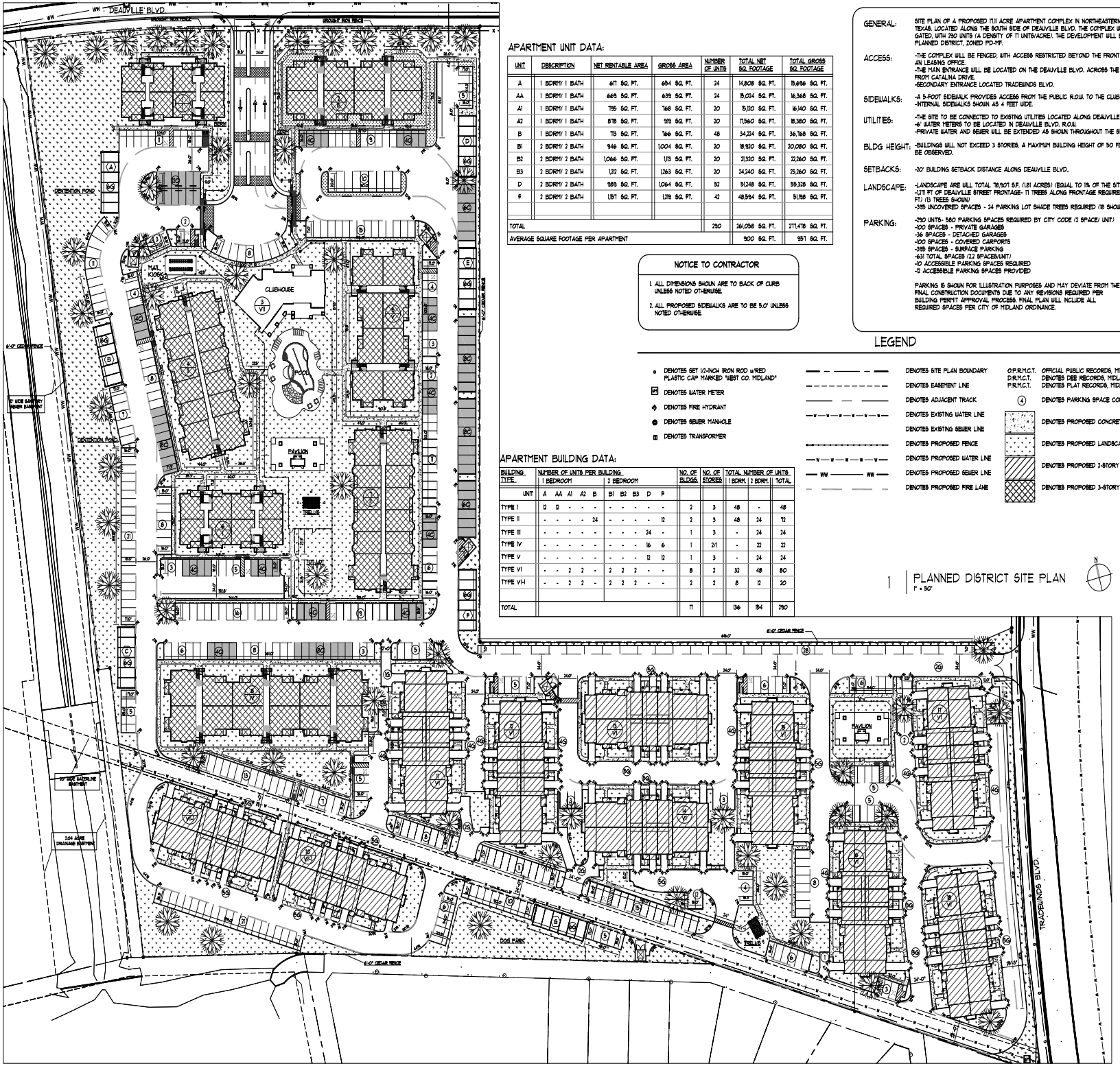
_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
James R. Nichols, Assistant City Manager

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney



APARTMENT UNIT DATA:

UNIT	DESCRIPTION	NET RENTABLE AREA	GROSS AREA	NUMBER OF UNITS	TOTAL NET SQ. FOOTAGE	TOTAL GROSS SQ. FOOTAGE
A	1 BDRM/ 1 BATH	611 SQ. FT.	654 SQ. FT.	24	14,808 SQ. FT.	15,696 SQ. FT.
AA	1 BDRM/ 1 BATH	669 SQ. FT.	638 SQ. FT.	24	15,024 SQ. FT.	16,368 SQ. FT.
A1	1 BDRM/ 1 BATH	785 SQ. FT.	768 SQ. FT.	20	15,120 SQ. FT.	16,140 SQ. FT.
A2	1 BDRM/ 1 BATH	878 SQ. FT.	918 SQ. FT.	20	17,560 SQ. FT.	18,380 SQ. FT.
B	1 BDRM/ 1 BATH	713 SQ. FT.	766 SQ. FT.	48	34,224 SQ. FT.	36,768 SQ. FT.
B1	2 BDRM/ 2 BATH	946 SQ. FT.	1,004 SQ. FT.	20	18,920 SQ. FT.	20,080 SQ. FT.
B2	2 BDRM/ 2 BATH	1,066 SQ. FT.	1,113 SQ. FT.	20	21,320 SQ. FT.	22,260 SQ. FT.
B3	2 BDRM/ 2 BATH	1,212 SQ. FT.	1,263 SQ. FT.	20	24,240 SQ. FT.	25,260 SQ. FT.
D	2 BDRM/ 2 BATH	989 SQ. FT.	1,064 SQ. FT.	52	51,248 SQ. FT.	55,328 SQ. FT.
F	2 BDRM/ 2 BATH	1,151 SQ. FT.	1,219 SQ. FT.	42	48,594 SQ. FT.	51,198 SQ. FT.
TOTAL				290	261,058 SQ. FT.	271,478 SQ. FT.
AVERAGE SQUARE FOOTAGE PER APARTMENT					900 SQ. FT.	937 SQ. FT.

NOTICE TO CONTRACTOR

1. ALL DIMENSIONS SHOWN ARE TO BACK OF CURB UNLESS NOTED OTHERWISE.
2. ALL PROPOSED SIDEWALKS ARE TO BE 5.0' UNLESS NOTED OTHERWISE.

GENERAL: SITE PLAN OF A PROPOSED 7.11 ACRE APARTMENT COMPLEX IN NORTHEASTERN MIDLAND TEXAS, LOCATED ALONG THE SOUTH SIDE OF DEAUVILLE BLVD. THE COMPLEX WILL BE GATED, WITH 290 UNITS (A DENSITY OF 11 UNITS/ACRE). THE DEVELOPMENT WILL BE A PLANNED DISTRICT, ZONED PD-MF.

ACCESS: -THE COMPLEX WILL BE FENCED, WITH ACCESS RESTRICTED BEYOND THE FRONT ENTRANCE AN LEASING OFFICE.
-THE MAIN ENTRANCE WILL BE LOCATED ON THE DEAUVILLE BLVD. ACROSS THE STREET FROM CATALINA DRIVE.
-SECONDARY ENTRANCE LOCATED TRADEWINDS BLVD.

SIDEWALKS: -A 5-FOOT SIDEWALK PROVIDES ACCESS FROM THE PUBLIC R.O.W. TO THE CLUBHOUSE.
-INTERNAL SIDEWALKS SHOWN AS 4 FEET WIDE.

UTILITIES: -THE SITE TO BE CONNECTED TO EXISTING UTILITIES LOCATED ALONG DEAUVILLE BLVD.
-6" WATER METERS TO BE LOCATED IN DEAUVILLE BLVD. R.O.W.
-PRIVATE WATER AND SEWER WILL BE EXTENDED AS SHOWN THROUGHOUT THE SITE.

BLDG HEIGHT: -BUILDINGS WILL NOT EXCEED 3 STORIES. A MAXIMUM BUILDING HEIGHT OF 50 FEET WILL BE OBSERVED.

SETBACKS: -30' BUILDING SETBACK DISTANCE ALONG DEAUVILLE BLVD..

LANDSCAPE: -LANDSCAPE ARE WILL TOTAL 18,907 S.F. (1.81 ACRES) (EQUAL TO 11% OF THE SITE.)
-1,271 FT OF DEAUVILLE STREET FRONTAGE- 11 TREES ALONG FRONTAGE REQUIRED (1 TREE/30 FT) (13 TREES SHOWN)
-395 UNCOVERED SPACES - 24 PARKING LOT SHADE TREES REQUIRED (18 SHOWN)

PARKING: -290 UNITS- 580 PARKING SPACES REQUIRED BY CITY CODE (2 SPACE/ UNIT)
-100 SPACES - PRIVATE GARAGES
-36 SPACES - DETACHED GARAGES
-200 SPACES - COVERED CARPORTS
-395 SPACES - SURFACE PARKING
-631 TOTAL SPACES (2.2 SPACES/UNIT)
-10 ACCESSIBLE PARKING SPACES REQUIRED
-12 ACCESSIBLE PARKING SPACES PROVIDED

PARKING IS SHOWN FOR ILLUSTRATION PURPOSES AND MAY DEVIATE FROM THE FINAL CONSTRUCTION DOCUMENTS DUE TO ANY REVISIONS REQUIRED PER BUILDING PERMIT APPROVAL PROCESS. FINAL PLAN WILL INCLUDE ALL REQUIRED SPACES PER CITY OF MIDLAND ORDINANCE.

APARTMENT BUILDING DATA:

BUILDING TYPE	NUMBER OF UNITS PER BUILDING										NO. OF BLDGS.	NO. OF STORIES	TOTAL NUMBER OF UNITS		
	1 BEDROOM					2 BEDROOM							1 BDRM.	2 BDRM.	TOTAL
UNIT	A	AA	A1	A2	B	B1	B2	B3	D	F					
TYPE I	12	12	-	-	-	-	-	-	-	-	2	3	48	-	48
TYPE II	-	-	-	-	24	-	-	-	-	12	2	3	48	24	72
TYPE III	-	-	-	-	-	-	-	-	24	-	1	3	-	24	24
TYPE IV	-	-	-	-	-	-	-	-	16	6	1	2/1	-	22	22
TYPE V	-	-	-	-	-	-	-	-	12	12	1	3	-	24	24
TYPE VI	-	-	2	2	-	2	2	2	-	-	8	2	32	48	80
TYPE VI-I	-	-	2	2	-	2	2	2	-	-	2	2	8	12	20
TOTAL											17		136	154	290

LEGEND

- DENOTES SET 1/2-INCH IRON ROD w/RED PLASTIC CAP MARKED "WEST CO. MIDLAND"
- DENOTES WATER METER
- DENOTES FIRE HYDRANT
- DENOTES SEWER MANHOLE
- DENOTES TRANSFORMER
- DENOTES SITE PLAN BOUNDARY
- DENOTES EASEMENT LINE
- DENOTES ADJACENT TRACK
- DENOTES EXISTING WATER LINE
- DENOTES EXISTING SEWER LINE
- DENOTES PROPOSED FENCE
- DENOTES PROPOSED WATER LINE
- DENOTES PROPOSED SEWER LINE
- DENOTES PROPOSED FIRE LANE

O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
D.R.M.C.T. DENOTES DEE RECORDS, MIDLAND CO., TX
P.R.M.C.T. DENOTES PLAT RECORDS, MIDLAND CO., TX

- DENOTES PARKING SPACE COUNT
- DENOTES PROPOSED CONCRETE
- DENOTES PROPOSED LANDSCAPE
- DENOTES PROPOSED 2-STORY BUILDING
- DENOTES PROPOSED 3-STORY BUILDING

1 PLANNED DISTRICT SITE PLAN
1" = 50'

N

TED TROUT
ARCHITECT
AND ASSOCIATES, LTD.
Architecture - Planning - Interior Design
6363 Woodway Suite 500
Houston, Texas 77057

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REGISTERED ARCHITECT TED A. TROUT 7758 STATE OF TEXAS

05.10.13

CLIENT:

PARKCREST BUILDERS
800 GESSNER DRIVE
SUITE 350
HOUSTON, TX 77024

PROJECT NAME:

THE RESIDENCE AT MIDLAND

PROJECT LOCATION:

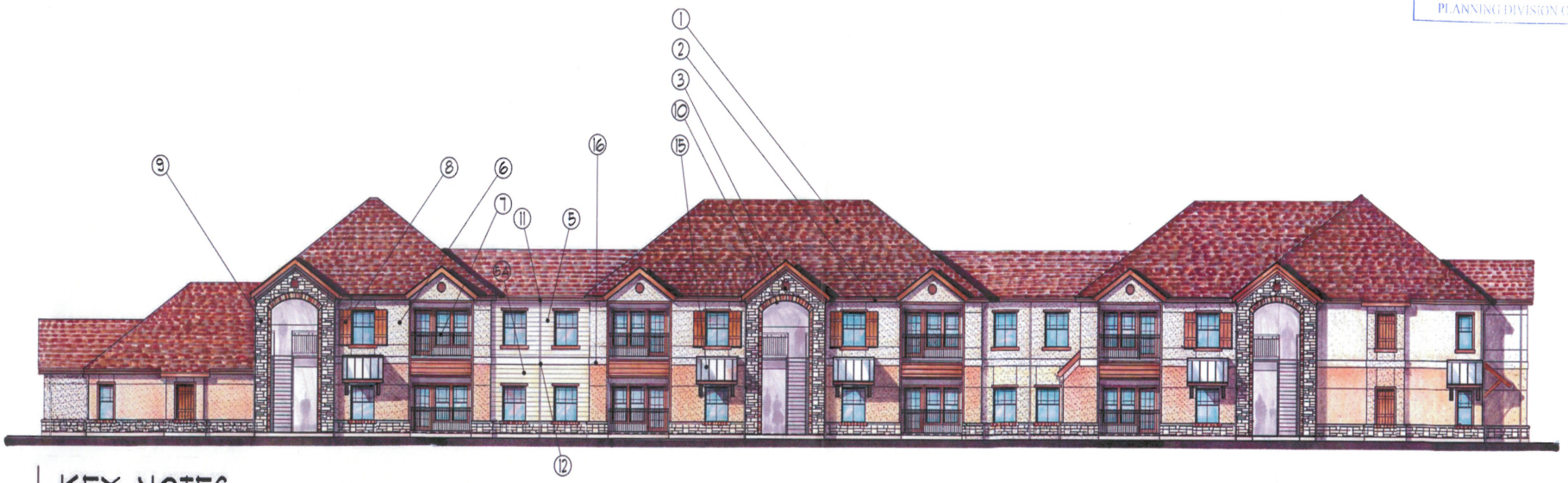
MIDLAND, TX

DATE	ISSUE
06.09.2011	PRELIMINARY SITE
06.24.2011	BLDG PLAN CHANGES
07.07.2011	PRELIM. PACKAGE
09.30.2011	ELEVATION REVISIONS
04.10.2013	PERMIT SUBMITTAL

DATE: MAY 10, 2013
SCALE: 1" = 50'-0"
PROJECT NUMBER: 1119
DRAWN BY: HM
SHEET TITLE: PLANNED DISTRICT SITE PLAN
SHEET NUMBER: 1 of 1

RECEIVED
JUL 5 2013
CITY OF MIDLAND
PLANNING DIVISION OFFICE

ELEVATION - TYPICAL 2/1 STORY BUILDING



KEY NOTES

1. COMPOSITION SHINGLE ROOF (TIMBERLINE NATURAL SHADOW/ SOVEREIGN)
2. 1x8 KDAT FASCIA (SW 7510 CHATEAU BROWN/ SHERWIN WILLIAMS)
3. 18" DIA. LOUVER (LOUVER WITH FLAT TRIM & KEYSTONE, STAINABLE/ FYPON)
5. PAINTED CEMENTITIOUS FIBER SIDING 8" LAP (ARCTIC WHITE/ JAMES HARDIE)
5A. PAINTED CEMENTITIOUS FIBER SIDING 8" LAP (WOODLAND CREAM/ JAMES HARDIE)
5B. PAINTED CEMENTITIOUS FIBER TRIM (EXTRA WHITE SW 7006/ JAMES HARDIE-SHERWIN WILLIAMS)
6. STUCCO FINISHED (DEER VALLEY/ SHERWIN WILLIAMS)
7. 42" HIGH METAL RAILING (QUARTERSAWN OAK SW 2836/ SHERWIN WILLIAMS)
8. PRE-FAB SHUTTERS (QUARTERSAWN OAK SW 2836/ SHERWIN WILLIAMS)
9. STONE (TEXAS STONE)
10. STONE TRIM & ROWLOCK (REDSTONE K/ ACME BRICK)
11. GUTTER - TYP. (QUARTERSAWN OAK SW 2836/ SHERWIN WILLIAMS)
12. DOWNSPOUT (QUARTERSAWN OAK SW 2836/ SHERWIN WILLIAMS)
14. STANDING SEAM METAL ROOFING (SILVER)
15. STANDING SEAM METAL AWNING (SILVER) W/ WOOD FRAMING (SW 7510 CHATEAU BROWN/ SHERWIN WILLIAMS)
16. STUCCO TRIM (DEER VALLEY SW 7720/ SHERWIN WILLIAMS)

THE RESIDENCE at MIDLAND

MIDLAND, TEXAS

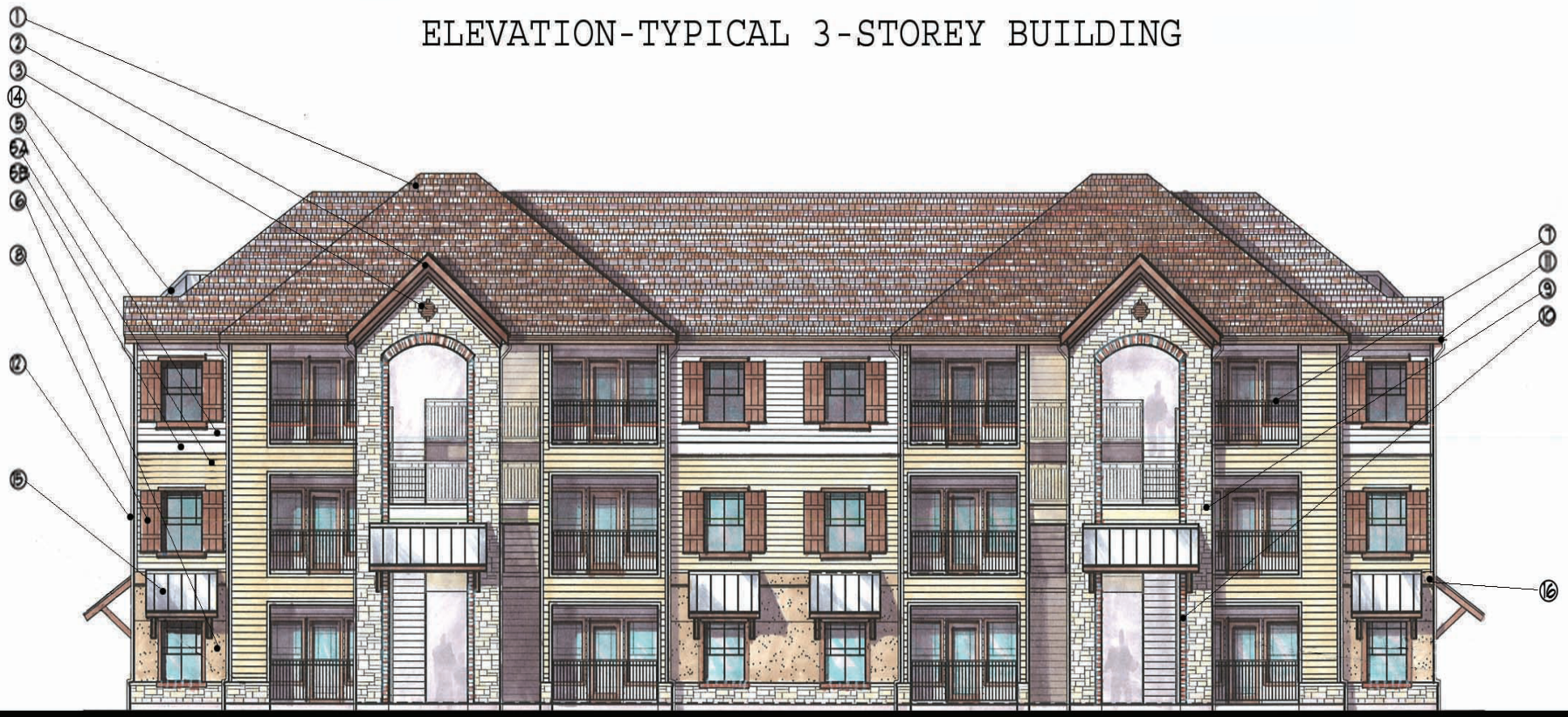
EXHIBIT B

TED TROUT
ARCHITECT
AND ASSOCIATES, LTD.
Architecture - Planning - Interior Design
6363 Woodway Suite 500
Houston, Texas 77057

CASE NO. Z-13-020

38.7

ELEVATION-TYPICAL 3-STOREY BUILDING



KEY NOTES

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16. STUCCO TRIM (DEER VALLEY SW 7720/ SHERWIN WILLIAMS)

THE RESIDENCE at MIDLAND

MIDLAND, TEXAS

TED TROUT
ARCHITECT
AND ASSOCIATES, LTD.
Architecture · Planning · Interior Design
6363 Woodway Suite 500
Houston, Texas 77057

ELEVATION- CLUBHOUSE BUILDING

KEY NOTES

① COMPOSITION SHINGLE ROOF (TIMBERLINE NATURAL SHADOW/ SOVEREIGN)
② 1x8 KDAT FASCIA (SW 7510 CHATEAU BROWN/ SHERWIN WILLIAMS)
③ STONE (TEXAS STONE)
④ GUTTER - TYP. (QUARTERSAWN OAK SW 2836/ SHERWIN WILLIAMS)
⑤ DOWNSPOUT (QUARTERSAWN OAK SW 2836/ SHERWIN WILLIAMS)
⑥ KDAT WOOD GIRDER & TRUSS (QUARTERSAWN OAK SW 2836/ SHERWIN WILLIAMS)

THE RESIDENCE at MIDLAND

MIDLAND, TEXAS

TED TROUT
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AND ASSOCIATES, LTD.
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Houston, Texas 77057

PLANNING AND ZONING COMMISSION

August 5, 2013

CASE: Z-13-020

REQUEST: Hold a public hearing and consider a request for a zone change from PD, Planned District for a Housing Development and LR-2, Local Retail District to PD, Planned District for a Housing Development.

APPLICANT Jay H. Stewart.

OWNER: Residence at Midland, LLC.

REPRESENTATIVE: David P. Smith

LEGAL DESCRIPTION: Lot 2 and Lot 4, Block 8, Westridge Park Addition, Section 23, City and County of Midland, Texas.

LOCATION: Generally located near the southwest corner of the intersection of Deauville Boulevard and Tradewinds Boulevard.

CURRENT ZONING: PD, Planned District for a Housing Development and LR – 2, Local Retail District.

DETAILS OF REQUEST:

1. This property is presently zoned PD, Planned District for a Housing Development and LR – 2, Local Retail District. The applicant has submitted plans to develop a 290 unit apartment complex, with a density of 17.0 units/acre. The applicant is requesting to incorporate the additional lot zoned as LR – 2 into the Planned District to provide additional units.

SURROUNDING ZONING AND LAND USE:

2. The property is located at the southwest corner of the intersection of Tradewinds Boulevard and Deauville Boulevard. To the north of this property are the SpringHill Suites hotel and the restaurant, Osaka's. The property is among 14 other Planned Districts for Shopping Centers, with LR-2 as the underling zoning for those districts. Immediately west of this property are two Planned Districts for Office Centers, one of which will be the future site of the Chevron's new campus. Immediately south of this property is a Planned District for a Housing Development with an underlying zoning of 1F – 3, Single Family Dwelling District.

ANALYSIS:

3. The existing Planned District for a Housing Development this property is presently zoned for contains an underlying zoning of MF – 1, Multi-Family Dwelling District with a limit of 17.0 units/acre. The applicant is seeking to include the 1.8 acre property presently zoned as LR – 2 into this request, and the density will for the planned site will remain at 17.0 units/acre. The complex will have a total of 290 units, with a maximum building height of 50 feet. The building setback from Deauville Boulevard is 20 feet, while the complex will have 25 feet of setback along Tradewinds Boulevard. Staff finds the request to incorporate the additional property into the Planned District a reasonable request given that the density of units shall remain the same.

SITE PLAN:

4. Exhibit A is the site plan providing the overview for the project. The site plan indicates a total of 18 tenant buildings, with a proposed maximum height of 50 feet. The tenant buildings to the north will be three stories, while the tenant buildings to the south will be two stories. The property will have its main entrance off of Deauville Boulevard, along with another entry and exit off of Tradewinds Boulevard.

5. Exhibits B and C represent the elevation views of the proposed two and three story tenant buildings. The exterior of the buildings are shown to be composed of composite shingle roofs, hardi-plank siding, stone masonry, and stucco. Exhibit D represents the front elevation view of the proposed clubhouse which is also composed of a composition shingle roof, and stone masonry.

PARKING:

6. The complex is required to provide a minimum of two parking spaces per dwelling unit. The Exhibit A site plan indicates that the proposed site will provide a total of 580 spaces, including private garages, detached garages, covered carports, and surface parking.

STAFF RECOMMENDATION:

A. That the use and development of this property shall conform to the regulations of the MF – 1, Multi-Family Dwelling District, except where expressly permitted otherwise.

B. The total density shall not exceed 17 dwelling units/acre or 290 total apartment units.

C. That the proposed development shall significantly conform to the conditions shown on the attached site plan, and renderings; Exhibits A, B, C, and D.

D. That the maximum height of all buildings shall not exceed 50 feet.

E. That the proposed development meets all requirements per the Fire Marshal's Office.

F. That the proposed development meets all requirements per the Building Official's Office.

G. That all driveways are in compliance with Midland City Code.

H. That all signage shall be in compliance with the Midland City Sign Code.

I. That landscaping shall be in compliance with the City of Midland Landscape Ordinance.

J. All other signs on this lot shall conform to the Midland City Sign Code.

K. Dumpster placement and utility screening shall conform to the Midland City Code.

L. That Ordinance 9087 is hereby amended.

Ken VanDyne
Acting Planning Division Manager
Department of Development Services

Martin Siwek, City Planner
Department of Development Services

Attachments:

Application
Maps
Exhibits A, B, C, and D

Case Number: Z-13-020

CITY OF MIDLAND
Planning Division

APPLICATION TO AMEND A PLANNED DISTRICT

Applicant: Jay H. Stewart

Address: Parkcrest Builders, 800 Gessner, Suite 350 713-266-0414 / jay@parkcrestbuilders.com - bad email - RS

Street Address (Phone/e-mail)

Houston TX 77024

City State Zip Code

Property Owner: Residence at Midland, LLC, SBC, LP

Address: Parkcrest Builders, 800 Gessner, Suite 350 713-266-0414 / jay@parkcrestbuilders.com

Street Address (Phone/e-mail)

Houston TX 77024

City State Zip Code

Street address and Legal Description of Planned District (complete Lot, Block, and Subdivision Name description below, or, if not in a recorded plat, attach a sealed Metes and Bounds Description:

Lots 2 & 4, Block 8, Westridge Park Addition, Section 23, as recorded in Cabinet ' I ', Page 135, P.R.M.C.T.

Current PD Classification: PD-HD (Lot 2), LR-2 (Lot 4)

Requested PD Classification: PD-HD

(List by tracts if more than one zoning district is requested)

Reason for amendment request: To construct a multiple-family housing development on the subject property

Describe how conditions affecting the property have changed since it was designated its present zone: No changes have occurred that affect the property since present zoning designation in November 2012.

Will a Specific Use Permit with Term for alcoholic beverage sales be needed? ____ Yes X No

FEES:
Single, Planned District amendment: **$550**. Multiple, PD proposal: add **$75** per district.

SUBMITTALS:

16 copies of the PD site plan (FOLDED): _____

Site Plan in digital format .pdf and .jpg: _____

SIGNATURE *(by property owner only - authorized agent must sign affidavit below)*

Property Owner (signature): _____ Date: 6/24/13

3BC, LP

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared David P. Smith who, being by me duly sworn, upon oath says: That (s)he is authorized by Residence at Midland, LLC, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

David P. Smith

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 7th day of May, 20 13, to certify which witness my hand and seal of office.

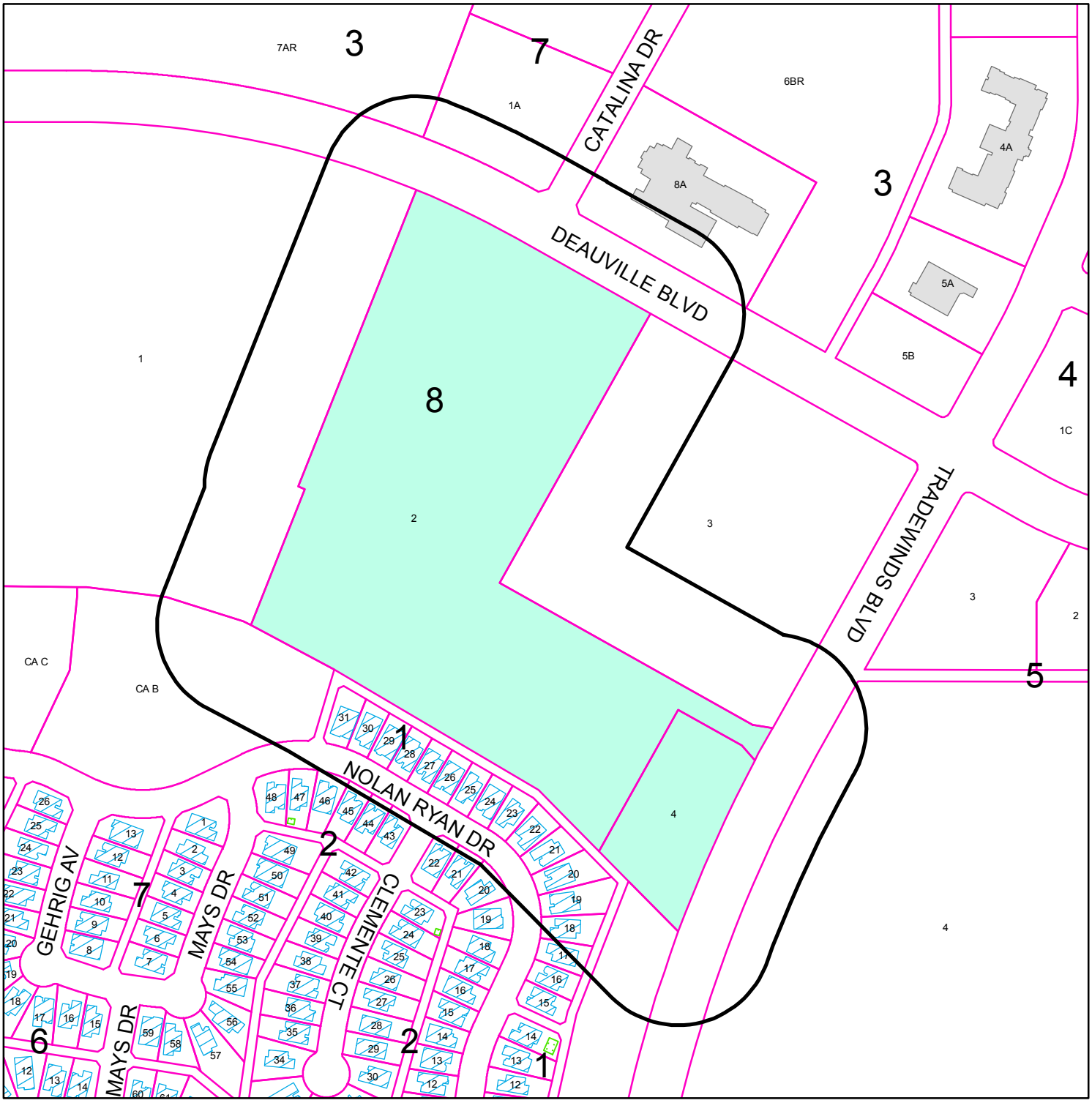
Terri Castro

NOTARY PUBLIC, ~~MIDLAND~~ McLennan COUNTY, TEXAS

TERRI CASTRO
Notary Public, State of Texas
My Commission Expires
March 05, 2016

FOR OFFICE USE ONLY
Rec'd By: [illegible] Date: 5/10/13
Assigned: MS
For: P+Z On: 8/5/13

****Application will not be considered for scheduling until reviewed by a planner. ****



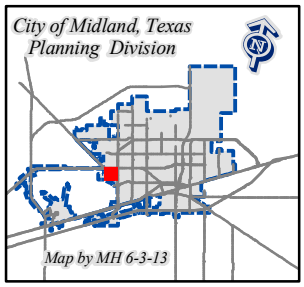
PROPERTY OWNER NOTIFICATION MAP

Z - 13 - 020 **Scale: 1" = 300'**

Consider a request for a zone change from PD, Planned District for a Housing Development on Lot 2 and from LR-2, Local Retail District, on Lot 4, to PD, Planned District for a Housing Development, all out of Block 8, Westridge Park Addition, Section 23; City and County of Midland, Texas.

L E G E N D

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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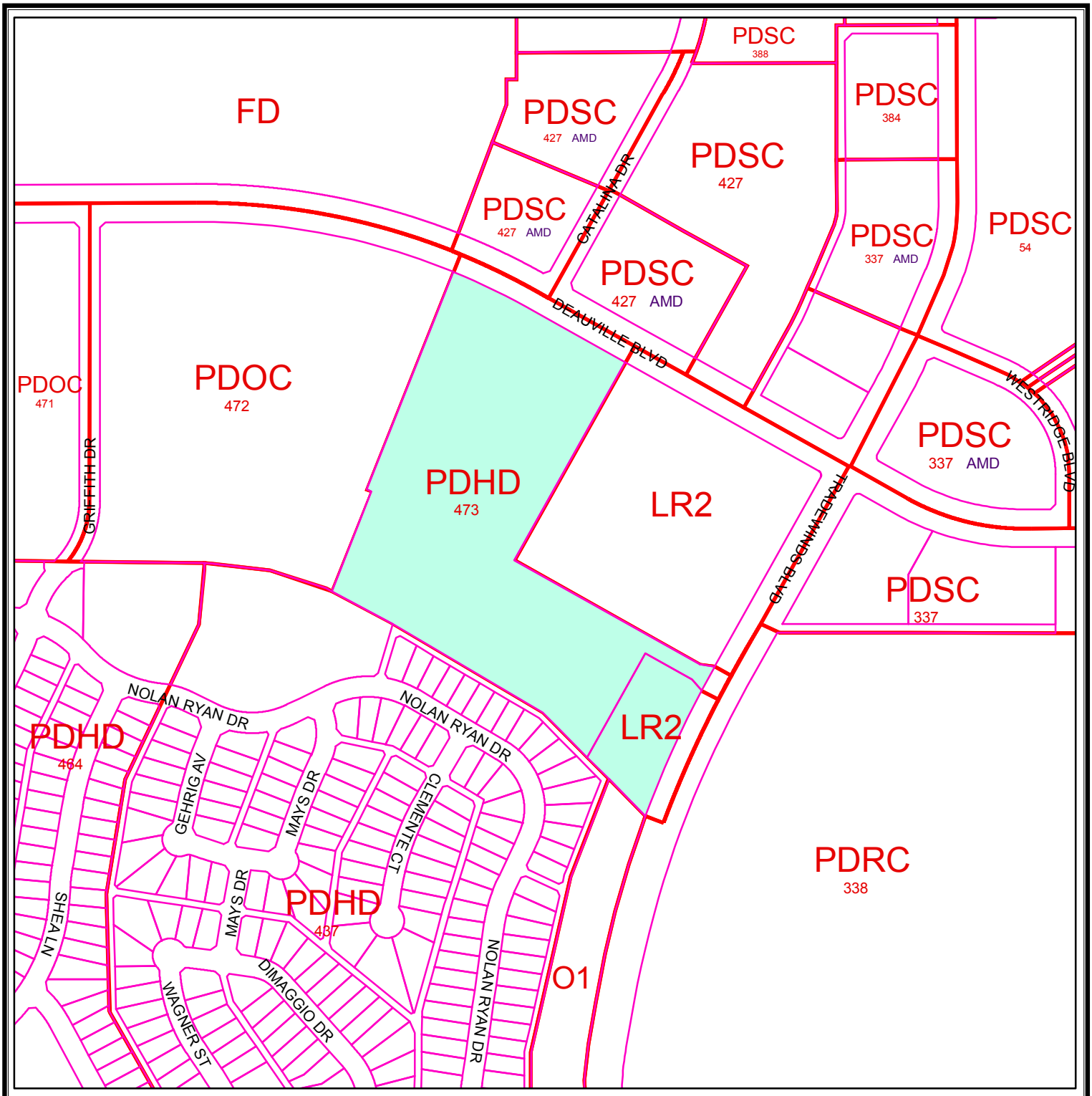
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA WHILE THIS DATA IS MADE AVAILABLE TO THE PUBLIC, IT WAS CREATED FOR INTERNAL USE BY THE CITY OF MIDLAND WHICH MAKES NO CLAIM AS TO ITS ACCURACY OR COMPLETENESS. THIS DATA IS NOT DESIGNED TO BE USED AS A PRI TOOL IN PERMITTING, CITING, OR OTHER DECISION SOLELY ON THE INFORMATION CONTAINED HER



ZONING MAP

Z - 13 - 020 **Scale: 1" = 400'**

Consider a request for a zone change from PD, Planned District for a Housing Development on Lot 2 and from LR-2, Local Retail District, on Lot 4, to PD, Planned District for a Housing Development, all out of Block 8, Westridge Park Addition, Section 23; City and County of Midland, Texas.

LEGEND

ZONING PARCELS

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

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City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: 9/10/2013

TO: City Council / City Manager

FROM: Gary Saunders, Transportation Manager

SUBJECT: Consider an ordinance on second reading establishing a maximum two-hour limit on parking during weekdays between the hours of 8:00 A.M. and 6:00 P.M. on a portion of the south side of Ohio Avenue from the west curb line of Colorado Street west to the north/south alley.

Purpose:

Consider an ordinance on second reading establishing a maximum two-hour limit on parking during weekdays between the hours of 8:00 A.M. and 6:00 P.M. on a portion of the south side of Ohio Avenue from the west curb line of Colorado Street west to the north/south alley.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Approximately $825.00 for installation cost of signs and posts including materials, equipment and labor.

Discussion:

The Legal Department has prepared an ordinance to be considered on second reading establishing a maximum two-hour limit on parking during weekdays between the hours of 8:00 A.M. and 6:00 P.M. on a portion of the south side of Ohio Avenue from the west curb line of Colorado Street west to the north/south alley.

The proposed parking restriction has been requested by Gloria Salazar owner of So Fly Boutique, 301 W. Ohio Avenue to provide better utilization of the available parking in this area and eliminate the continued saturation of vehicles remaining parked throughout the day.

Attached is a map indicating the proposed parking restriction.

Staff recommends approval of this ordinance.

ORDINANCE NO. _____

AN ORDINANCE PROVIDING THE MAXIMUM TIME LIMIT FOR PARKING ON A PORTION OF THE SOUTH SIDE OF OHIO AVENUE FROM THE WEST CURB LINE OF COLORADO STREET WEST TO THE NORTH/SOUTH ALLEY TO TWO HOURS; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO ERECT APPROPRIATE SIGNS; DECLARING ANY VEHICLE IN VIOLATION OF THE PROVISIONS OF THIS ORDINANCE A NUISANCE AND PROVIDING FOR THE REMOVAL OF SAME; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION

WHEREAS, the City Council finds it to be in the public interest to provide for a two hour maximum parking time limit on a portion of the south side of Ohio Avenue from the west curb line of Colorado Street west to the north/south alley, and to provide for the removal of vehicles in violation of said time limit;

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

SECTION ONE. That a maximum time limit of two hours is hereby imposed for the parking of vehicles in parking spaces upon the following street:

> On the south side of Ohio Avenue from the west curb line of Colorado Street west to the north/south alley;

and it shall hereafter be unlawful for any person to park a motor vehicle upon any of said parking spaces for a time in excess of two hours. Provided, however, such parking restrictions shall be applicable during weekdays between the hours of 8:00 a.m. and 6:00 p.m.

SECTION TWO. The provisions of this ordinance shall be effective from and after five (5) days after publication as hereinafter set forth. City of Midland Ordinance No. 6757 is hereby repealed.

SECTION THREE. In the event any vehicle shall be found parked in violation of the provisions of this ordinance, the same shall be a nuisance per se, and shall be removed

by any police officer and taken to some place designated by the Chief of Police for such purpose, and be kept by such officer until the application for its redemption shall be made by the owner or his duly authorized agent, who shall be entitled to the possession thereof upon payment to the City of Midland of the charges specified in Section 2 of Chapter 3 of Title VI of the City Code of Midland, Texas. In the event any vehicle so impounded should not be redeemed by the owner or his duly authorized agent after notice as provided in Section 4 of Chapter 3 of Title VI of said Code, then such vehicle shall be disposed of in accordance with Sections 3 and 8 of Chapter 3 of Title VI of said Code.

SECTION FOUR. When any vehicle is parked in violation of the provisions of this ordinance, such fact shall be prima facie evidence that the person in whose name said vehicle is registered is guilty of a violation of the parking provisions herein contained.

SECTION FIVE. That the Traffic Engineer is hereby authorized and directed to erect appropriate signs and markings at the designated locations, in conformance with the State Highway Department's manual and specifications, where applicable, indicating and carrying out the provisions of this ordinance.

SECTION SIX. 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 SEVEN. 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 EIGHT. The penalty for violation of this ordinance shall be in

accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two hundred dollars ($200.00) pursuant to State law.

SECTION NINE. 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., 2013; 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., 2013, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

_____
W. Wesley Perry, Mayor

ATTEST:

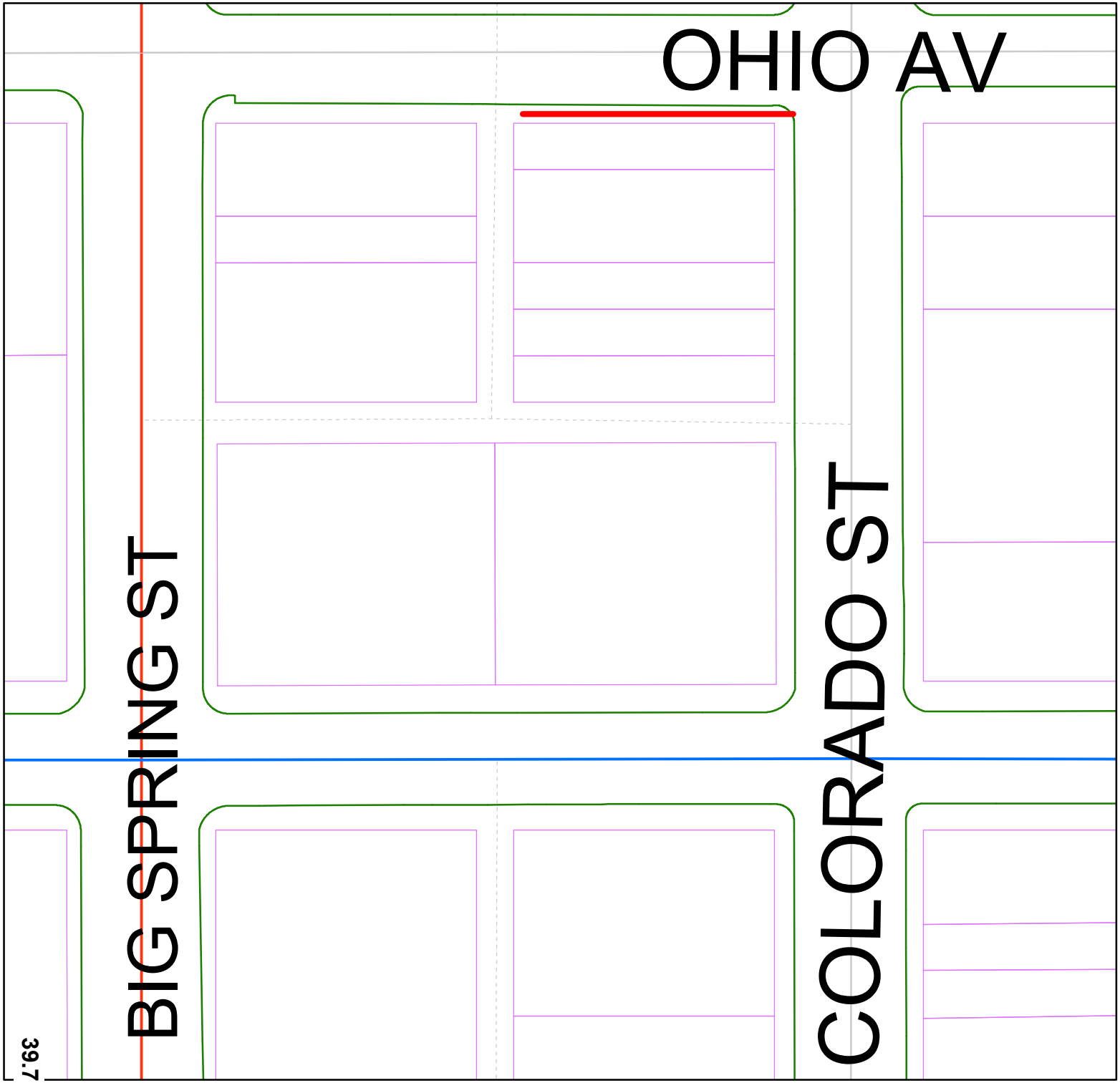
_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Gary Saunders, Transportation Manager

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney



Proposed two-hour parking
Monday - Friday
8:00 am - 6:00 pm

MIDLAND Transportation

Map by TC 8/15/13

City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: **September 10, 2013**

TO: **CITY COUNCIL/CITY MANAGER**

FROM: **Ken VanDyne, Planning Division Manager**

SUBJECT: **Hold a public hearing at approximately 10:30 a.m. and consider an ordinance on a request by Development Contractors for a zone change from AE, Agriculture Estate, to LR-2, Local Retail District on a 9.10-acre tract of land (Tract 1) and to PD, Planned District for a Housing Development on a 57.51-acre tract of land (Tract 2), all out of Section 19, Block 38, T-1-S, T & P RR Co. Survey, City and County of Midland, Texas. (Generally located on the north side of E. Loop 250 North, approximately ¼ mile east of N. Fairgrounds Road.)**

Purpose: Hold a public hearing at approximately 10:30 a.m. and consider an ordinance on a request by Development Contractors for a zone change from AE, Agriculture Estate, to LR-2, Local Retail District on a 9.10-acre tract of land (Tract 1) and to PD, Planned District for a Housing Development on a 57.51-acre tract of land (Tract 2), all out of Section 19, Block 38, T-1-S, T & P RR Co. Survey, City and County of Midland, Texas. District – 1.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

This property is currently zoned AE, Agriculture Estate District, and the applicant is requesting to rezone this property to a PD, Planned District for a Housing Development and LR-2, Local Retail District. The applicant is seeking to develop this land with approximately 57 acres allocated for 200 residential homes. The remaining nine acres of land would be used for retail development along the E. Loop 250 North Frontage Road. The purpose of the PD, Planned District for a Housing Development is to provide for a Home Owner's Association to govern the provided Common Areas with the associated preliminary plat. The Planning and Zoning Commission received 0 letters of opposition and approved the case unanimously 5-0. Staff recommends approval of this zone change for the development of residential and retail lots.

Attachments: Exhibit A – Metes and Bounds Description

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 9.10-ACRE TRACT OF LAND WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, TO BE USED AS AN LR-2, LOCAL RETAIL DISTRICT; BY PERMITTING A 57.51-ACRE TRACT OF LAND WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT; SAID TRACTS BEING OUT OF SECTION 19, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST LOOP 250 NORTH, APPROXIMATELY 1/4 OF A MILE EAST OF NORTH FAIRGROUNDS ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of Districts under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of an LR-2, Local Retail District, and a PD, Planned District for a Housing Development, as set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned AE, Agriculture Estate District, and it shall be used as an LR-2, Local Retail District, said property being described

as follows:

A 9.10-acre tract of land out of Section 19, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein.

SECTION TWO. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned AE, Agriculture Estate District, and it shall be used as a PD, Planned District for a Housing Development, said property being described as follows:

A 57.51-acre tract of land out of Section 19, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "B", which is attached hereto and incorporated herein.

Special Conditions and Restrictions:

1. That this planned district shall be subject to 1F-3, One-Family Dwelling District, zoning regulations.

2. That a homeowners' association is required to be formed to govern all common areas.

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more

sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2013; 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., 2013, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, Assistant to the City Manager

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

NEWTON ENGINEERING, LLC
4908 N. Midkiff Rd.
Midland, Texas 79705
(432) 770-0499
F-13856

July 22, 2013
Field Notes
For
Sunset Ridge Rezone – LR-2
9.10 acres

All of that certain tract or parcel of land situated in the Southwest Quarter of Section 19. Block 38, T-1-S, Texas and Pacific Railroad Company Survey and being 9.10 acres out a called 66.63 acre tract recorded in Volume 2771, Page 180, Official Public Records of Midland County, Texas and being more particularly described as follows:

Beginning at the Southeast corner of this tract on the North line of State Loop No. 250 right-of-way. A ½ inch iron rod found at the Southeast corner of the said called 66.63 acres and the Southwest corner of the Mrs. Mary E. Weist called 151.687 acres as described in deed recorded in Volume 748, Page 403, Deed Records of Midland County, Texas bears N 75°37'22" E, 160.00 feet.

Thence N 14°30'57" W along the East line of this tract, 410.34 feet to its Northeast corner.

Thence S 75°29'03" W along the North line of this tract, 989.43 feet to the Northwest corner of this tract.

Thence S 14°30'57" E along the West line of this tract, 372.08 feet to the Southwest corner of same in the said North right-of-way line of State Loop Number 250. A ½ inch iron rod found at the Southwest corner of the said 66.63 arcres bears S 79°56'56"W, 77.75 feet.

Thence N 79°56'56" E along the South line of this tract and the said North line of Loop 250, 475.43 feet and N 75°37'22" E, 515.45 feet to the place of beginning and containing 9.10 acres of land.

I, Charles P. Rutherford, Registered Professional Land Surveyor, do hereby state that this field note description and its accompanying plat correctly represents the results of a survey made on the ground under my supervision and direction and that it was made according to the law and the Rules and Regulations of the Texas Board of Professional Land Surveying.

STATE OF TEXAS
C. P. RUTHERFORD
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Charles P. Rutherford, R.P.L.S. No. 1977 Date 7/22/2013

rev. 07/22/2013

CASE NO. Z-13-029

NEWTON ENGINEERING, PC
4908 N. Midkiff Rd.
Midland, Texas 79705
(432) 770-0499
F-13856

July 22, 2013
Field Notes
For
Sunset Ridge Rezone – PD
57.51 acres

All of that certain tract or parcel of land situated in the Southwest Quarter of Section 19. Block 38, T-1-S, Texas and Pacific Railroad Company Survey and being 57.51 acres out a called 66.63 acre tract recorded in Volume 2771, Page 180, Official Public Records of Midland County, Texas and being more particularly described as follows:

Beginning at a ½ inch iron rod found at the Northeast corner of this tract, same being the Northeast corner of the said called 66.63 acres and the inside Ell corner in the West line of the Mrs. Mary E. Weist called 151.687 acres as described in deed recorded in Volume 748, Page 403, Deed Records of Midland County, Texas.

Thence S 75°34'58" W along the North line of this tract and the upper South line of the said called 151.687 acres, 1,229.37 feet to a ½ inch iron rod found the Northwest corner of this tract and the Northeast corner of a called 4.83 acre tract as described in deed from Milestone Drilling Company to Texas Electric Service Company, recorded in Volume 850, Page 619, Deed Records of Midland County, Texas.

Thence S 14°30'57" E along the most West line of this tract, the West line of the said 66.63 acres and the East line of the said called 4.83 acres, 2,327.26 feet to a ½" iron rod found at the Southwest corner of this tract, the Southwest corner of the said 66.63 acres and the Southeast corner of the said called 4.83 acres on the North line of State Loop 250.

Thence N 79°56'56" E along the South line of this tract and the said North line of Loop 250, 80.24 feet to the most Easterly Southwest corner of this tract.

Thence N 14°30'50" W along the Easterly West line of this tract, 372.08 feet to an inside ell corner in the upper South line of this tract.

Thence N 75°29'03" E along the South line of this tract, 989.43 feet to an inside Ell corner in the said upper South line of this tract.

Thence S 14°30'57" E along the most Westerly East line of this tract, 410.34 feet to the most Westerly Southeast corner on the South line of this said called 66.63 acres and on the North line of said North Loop 250.

Thence N 75°37'22" E along the South line of this tract, said South line of the called 66.63 acres and the said north line of Loop 250, 160.00 feet to a ½ inch iron rod found at the Southeast corner of this tract and the Southeast corner of the said called 151.687 acres.

CASE NO. Z-13-026
40.8

NEWTON ENGINEERING, PC
4908 N. Midkiff Rd.
Midland, Texas 79705
(432) 770-0499
F-13856

Thence N 14°30'57" W along the East line of this tract and the said West line of the called 151.687 acres, 2,370.03 feet to the place of beginning and containing 57.51 acres of land.

I, Charles P. Rutherford, Registered Professional Land Surveyor, do hereby state that this field note description and its accompanying plat correctly represents the results of a survey made on the ground under my supervision and direction and that it was made according to the law and the Rules and Regulations of the Texas Board of Professional Land Surveying.

Charles P. Rutherford, R.P.L.S. No. 1977 Date

07/22/2013

STATE OF TEXAS
REGISTERED
CHARLES P. RUTHERFORD
1977
PROFESSIONAL
LAND SURVEYOR

CASE NO. Z-13-029 40.9

PLANNING AND ZONING COMMISSION

August 19, 2013

CASE: Z-13-029.

REQUEST: Hold a public hearing and consider a request for a zone change from AE, Agricultural Estate District to PD, Planned District for a Housing Development and LR-2, Local Retail District.

APPLICANT/OWNER: Development Contractors.

REPRESENTATIVE: Newton Engineering.

LEGAL DESCRIPTION: A 9.10-acre tract of land (Tract 1) and a 57.51 acre tract of land (Tract 2), all out of Section 19, Block 38, T-1-S, T & P RR Co. Survey, City and County of Midland, Texas.

LOCATION: Generally located on the north side of E. Loop 250 North, approximately ¼ mile east of N. Fairgrounds Road.

CURRENT ZONING: AE, Agricultural Estate District.

RELATED CASE: P-13-028

DETAILS OF REQUEST:

1. This property is presently zoned AE, Agricultural Estate District. The applicant is proposing to rezone this property to a PD, Planned District for a Housing Development, and LR-2, Local Retail District. This Planned District will be for a related preliminary plat that will include approximately 200 residential lots with two common areas. Additionally, the property fronting onto Loop 250 would be zoned LR-2, Local Retail District with seven lots.

SURROUNDING ZONING AND LAND USE:

2. The property is located about 1,600 feet east of N. Fairgounds Rd. and is immediately north of E. Loop 250 North. The property is located within a large AE, Agricultural Estate District and all property is currently vacant.

ANALYSIS:

3. The purpose of the Planned District is to govern the use of the Common Areas "A" and "B" labeled on the preliminary plat. A Planned District is required when Common Areas are provided and must be managed by a Home Owner's Association. A set of restrictive covenants must be provided as a condition of final plat approval, which will be addressed with the preliminary plat report. The seven lots along the Loop 250 frontage will provide for LR-2, Local Retail uses.

STAFF RECOMMENDATION:

Staff recommends approval of the zone change from AE, Agricultural Estate District to PD, Planned District for a Housing Development and LR-2, Local Retail District.

A. That the underlying zoning for Tract 2, the PD, Planned District for a Housing Development, shall be subject to 1F-3, One-Family Dwelling District regulations.

B. That the formation of a Home Owner's Association is required to govern all common areas.

Jim Compton
Acting Planning Manager
Department of Development Services

Martin Siwek, City Planner
Department of Development Services

Attachments:

Application
Maps

Case Number: Z-13-029

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

Development CONTRACTORS, INC (817)706-7141

Applicant Name Contact #s

2501 SOUTH ADAMS ST., FORT WORTH, TEXAS 76088

Address Zip Code

DEVELOPMENT CONTRACTORS, INC

Property Owner Name Contact #s

Address Zip Code

John M. Newton (432)438-7784

Representative Name Contact #s

4908 N. MIDKIFF RD. 79705

Address Zip Code

Street address and Legal Description of property (complete Lot, Block, and Subdivision, or if unplatted, attach a Metes and Bounds description with surveyor's seal). Describe by tracts if more than one zoning district is requested:

See attached. REQUESTING 57.51 ACRES TO BE ZONED PD for housing conforming to 1F-3 AND 9.10 ACRES TO BE ZONED LR-2.

PRESENT ZONE: NONE REQUESTED ZONE: PD AND LR-2

(List by tracts if more than one district is requested)

Reason for Zone Change or PD Amendment: To conform to development

Present Use of Property: Pasture

Proposed Use of Property: Residential/Hotel/Retail

How will zone change affect the public health, safety and welfare?

Describe how conditions affecting the property have changed since present zoning designation:

Is a Specific Use Permit with Term for alcoholic beverages sales needed? ____ Yes x No

APPLICATION FEES:

- Single, standard zone change: **$400**. Multiple, standard zone change: add **$100** per district.
- Single PD, Planned District zone change: **$550**. Multiple PD proposal: add **$100** per district.

80% of fee will be refunded if no P&Z public hearing is called; if no City Council public hearing is called, then 30% of fee will be refunded.

- If a Traffic Impact Analysis is required, a fee of up to $500.00 will be assessed.

SITE PLAN SUBMITTALS *(if applicable)*:

16 copies of the PD site plan: N/A

Site Plan on a CD in .pdf and .jpg format: N/A

SIGNATURE *(by property owner only - authorized agent must sign affidavit below)*

Property Owner (signature): Jim Mann Date: 7/23/13

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

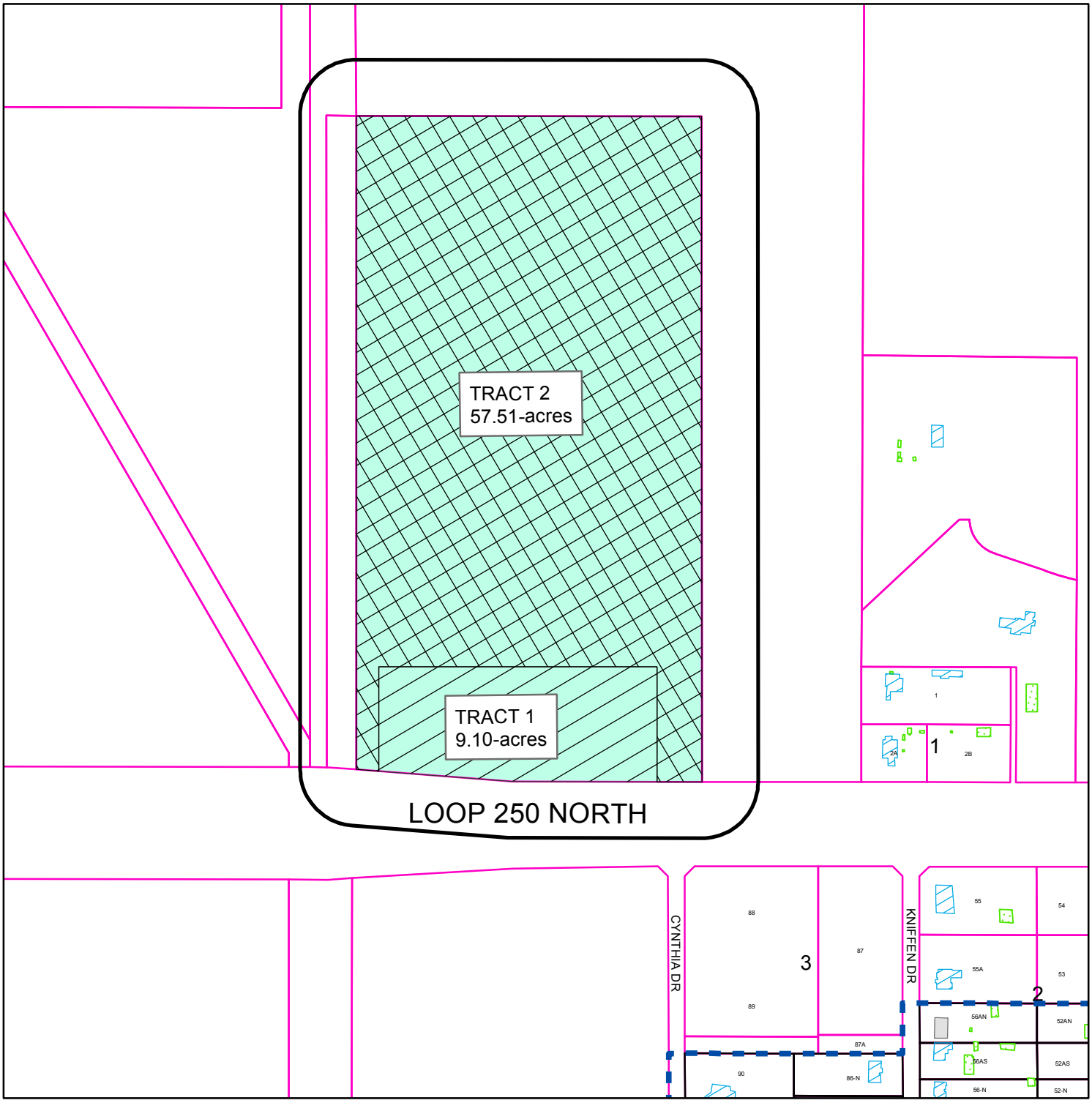
_____
Authorized Agent (signature)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY
Rec'd By: _____ Date: _____
Assigned: MS
For: P&Z On: 8/19/13

****Application will not be considered for scheduling until reviewed by a planner.****



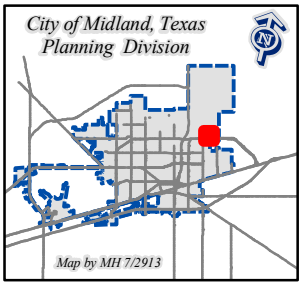
PROPERTY OWNER NOTIFICATION MAP

Z - 13 - 029 **Scale: 1" = 500'**

Consider a request for a zone change from AE, Agriculture Estate, to LR-2, Local Retail District on a 9.10-acre tract of land (Tract 1) and to PD, Planned District for a Housing Development on a 57.51-acre tract of land (Tract 2), all out of Section 19, Block 38, T-1-S, T & P RR Co. Survey, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- CITY PARCEL
- COUNTY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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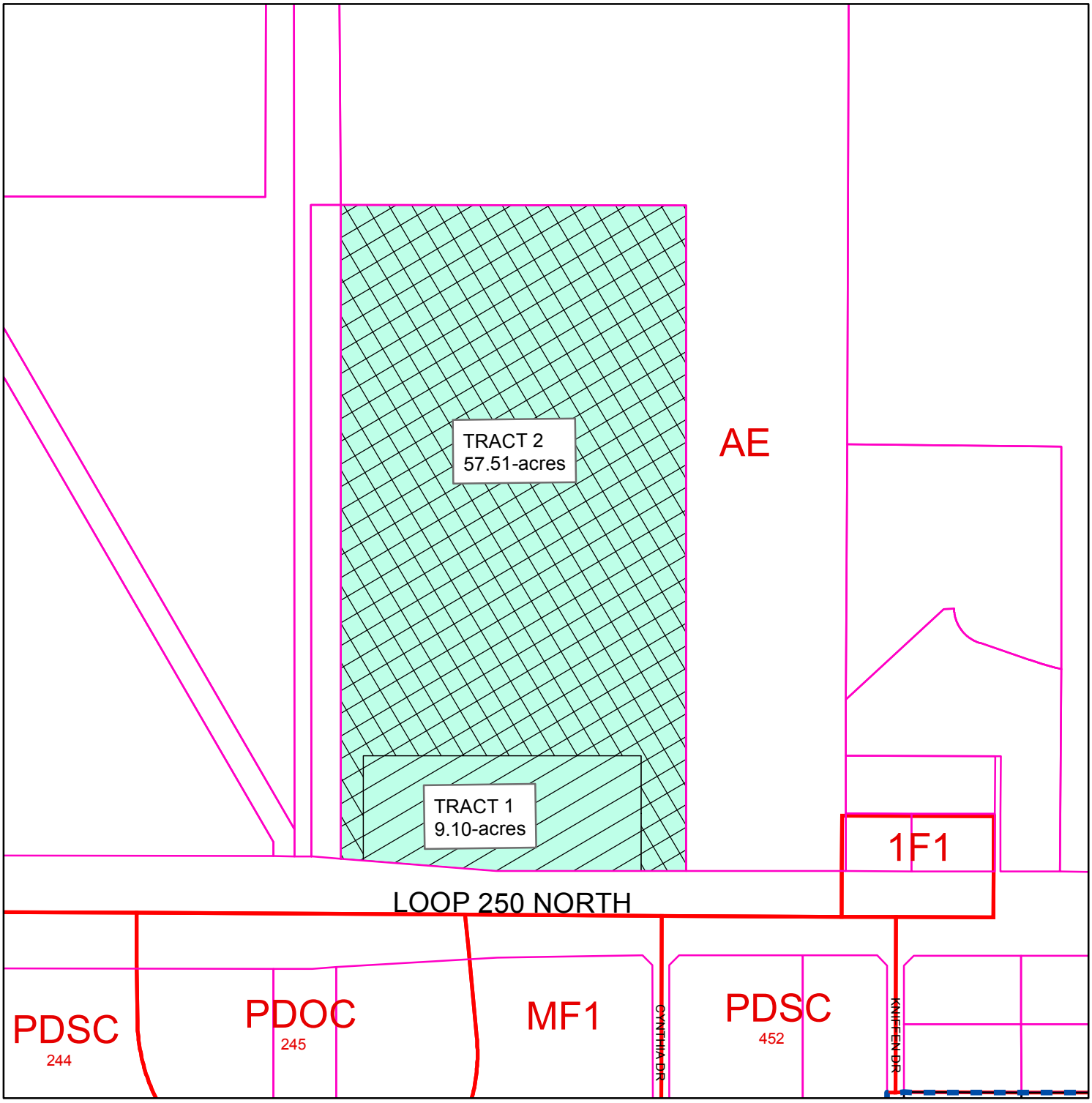

ZONING MAP

Z - 13 - 029 **Scale: 1" = 500'**

Consider a request for a zone change from AE, Agriculture Estate, to LR-2, Local Retail District on a 9.10-acre tract of land (Tract 1) and to PD, Planned District for a Housing Development on a 57.51-acre tract of land (Tract 2), all out of Section 19, Block 38, T-1-S, T & P RR Co. Survey, City and County of Midland, Texas.

LEGEND

ZONING — CITY PARCELS

CITY LIMITS — COUNTY PARCELS

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

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City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: **September 10, 2013**

TO: **CITY COUNCIL/CITY MANAGER**

FROM: **Jim Compton, Acting Planning Division Manager**

SUBJECT: **Hold a public hearing at approximately 10:33 a.m. and consider an ordinance on a request by Brent Shields for a zone change from PD, Planned District for a Shopping Center to LR-1, Local Retail District, on Lot 5, Block 2, Westridge Park Addition, Section 8, City and County of Midland, Texas (Generally located on the southeast corner of SH 191 and Tradewinds Bouevard-District 4)**

Purpose:

Hold a public hearing at approximately 10:33 a.m. and consider an ordinance on a request by Brent Shields for a zone change from PD, Planned District for a Shopping Center to LR-1, Local Retail District

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

This corner lot was originally a part of the Sam's Wholesale lot, which was initially zoned in 1986. It was since replatted into a single lot, and a Planned District site plan was approved for a fueling station. Later, a second site plan for a fueling station was approved by the City Council, due to some proposed minor changes. We recently received a third Planned District site plan with additional minor changes. When the original site plans were approved, there were no development guidelines in the Zoning Code; today there are. For this reason, the staff recommended the applicant request a zone change to an LR-2 District, the underlying district for this Planned District, which he did. During the August 19th, 2012 Planning and Zoning Commission meeting, it was noted that a car wash is allowed in the LR-2 District, and that such a use could negatively impact some of the

existing land uses. The staff then recommended adoption of an LR-1 District, which also allows fueling stations, but disallows car washes. The Planning and Zoning Commission agreed, and unanimously approved the request for an LR-1 District. No opposition was noted during the public hearing.

Attachments:

August 19, 2013 P&Z Staff Report
Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 5, BLOCK 2, WESTRIDGE PARK ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, TO BE USED AS AN LR-1, LOCAL RETAIL DISTRICT (GENERALLY LOCATED ON THE SOUTHEAST CORNER OF ANDREWS HIGHWAY AND TRADEWINDS BOULEVARD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of Districts under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of an LR-1, Local Retail District, as set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned PD, Planned District for a Shopping Center, and it shall be used as an LR-1, Local Retail District, said property being described as follows:

> Lot 5, Block 2, Westridge Park Addition, Section 8, City and County of Midland, Texas.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are

used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2013; 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., 2013, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, Assistant to the City Manager

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

Case Number: Z-13-030

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

Brent Shields — 901-384-0404 / brentshields@carlsonconsulting.net
Applicant Name — (Phone/e-mail)

7068 Ledgestone Commons, Bartlett, TN 38133
Address — Zip Code

Sam's Real Estate Business Trust — 479-273-4000
Property Owner Name — (Phone/e-mail)

702 SW 8th Street, Bentonville, AR 72716
Address — Zip Code

Barry Young, Senior Manager - Project Design & Management — 479-204-3407 / barry.young@wal-mart.com
Representative Name — (Phone/e-mail)

2001 Southeast 10th Street, Bentonville, AR 72716
Address — Zip Code

Street address and Legal Description of property (complete Lot, Block, and Subdivision Name or if unplatted, attach a Metes and Bounds description with surveyor's seal). Each district must be described separately. See attached Legal Description. Address has not yet been assigned.

PRESENT ZONE: Underlying LR-2 - PD REQUESTED ZONE: LR-2
(List by tracts if more than one district is requested)

Reason for Zone Change Request: As requested by the Planning Department, the rezoning of this parcel will be favorable to the planning department and the Sam's Club in terms of project submittal requirements. The base zoning of LR-2 also provides Fueling Stations as an approved use.

Present Use of Property: Currently Undeveloped.

Proposed Use of Property: Fueling Station

How will zone change affect the public health, safety and welfare? No effects are foreseen.

Describe how conditions affecting the property have changed since present zoning designation: The City of Midland has adopted regulations within their zoning code to regulate the proposed development of this lot in the same manner as the PD intended.

Is a Specific Use Permit with Term for alcoholic beverages sales needed? ____ Yes __X__ No

RECEIVED
JUL 18 2013

APPLICATION FEES:

- Single, standard zone change: **$400**. Multiple, standard zone change: add **$100** per additional district.
- Single PD, Planned District zone change: **$550**. Multiple PD proposal: add **$100** per district.
- If a Traffic Impact Analysis is required, a fee of up to $500.00 will be assessed.

SITE PLAN SUBMITTALS *(if applicable)*:

16 copies (FOLDED) of the PD site plan: N/A

Site Plan in digital format .pdf and .jpg: N/A

SIGNATURE *(by property owner only - authorized agent must sign affidavit below)*

Property Owner (signature): _____ Date: 7/16/13

Sonya Webster, Directory of Walmart Special Projects

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (signature)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY
Rec'd By: JC Date: 7-18-13
Assigned: JC
For: P&Z On: 8-19-13

****Application will not be considered for scheduling until reviewed by a planner.****

PLANNING AND ZONING COMMISSION

August 19, 2013

CASE: Z-13-030.

REQUEST: Hold a public hearing and consider a request for a zone change from PD, Planned District for a Shopping Center to LR-2, Local Retail District.

APPLICANT: Brent Shields.

OWNER: Sam's Real Estate Trust.

LEGAL DESCRIPTION: Lot 5, Block 2, Westridge Park Addition, Section 8, City and County of Midland, Texas.

LOCATION: Southeast Corner of Andrews Highway and Tradewinds Boulevard.

DETAILS OF REQUEST:

1. This general area was zoned PD, Planned District for a Shopping Center in 1986. At that time, an indoor shopping mall was planned. As time passed, the actual development deviated from the initial plan, and the mall concept was abandoned. Since then, the subject property has been rezoned twice. Each rezoning included a site plan for a self-service gasoline station. The owner still wishes to construct a self-service facility, but wishes to have eight gas pump islands instead of the six currently allowed. Rather than continue with the review of planned district site plans to accommodate minor amendments, the staff recommended that the owner apply for a zone change to an LR-2, Local Retail District. In this fashion, the owner may proceed with their plans without being tied to a site plan.

SURROUNDING ZONING AND LAND USE:

2. This property is located at the intersection of Andrews Highway (SH 191) and Tradewinds Boulevard, a primary collector street. The property is already platted. East of this property is a credit union and the AT&T call center. To the south is Sam's Wholesale Club. The area to the west is zoned Planned District for a Shopping Center, and is developed with a restaurant and a hotel.

ANALYSIS:

3. The underlying zoning district for all of the Planned Districts in this area is the LR-2 District. This use allows self-service and full service gasoline stations by right. Since this zoning was initially approved, the Zoning Code has been amended to address most of the issues that are addressed by Planned Districts. These matters include exterior building materials, some architectural review, landscaping, outdoor lighting, signage and location and screening of dumpsters. This tract is only 0.808 acres in area, a small percentage of the total retail area. By rezoning to an LR-2 District, the applicant is able to proceed without the burden of a site plan, but sufficient administrative site plan review requirements are in place to ensure the public interest is protected. For these reasons, we believe that this request is reasonable.

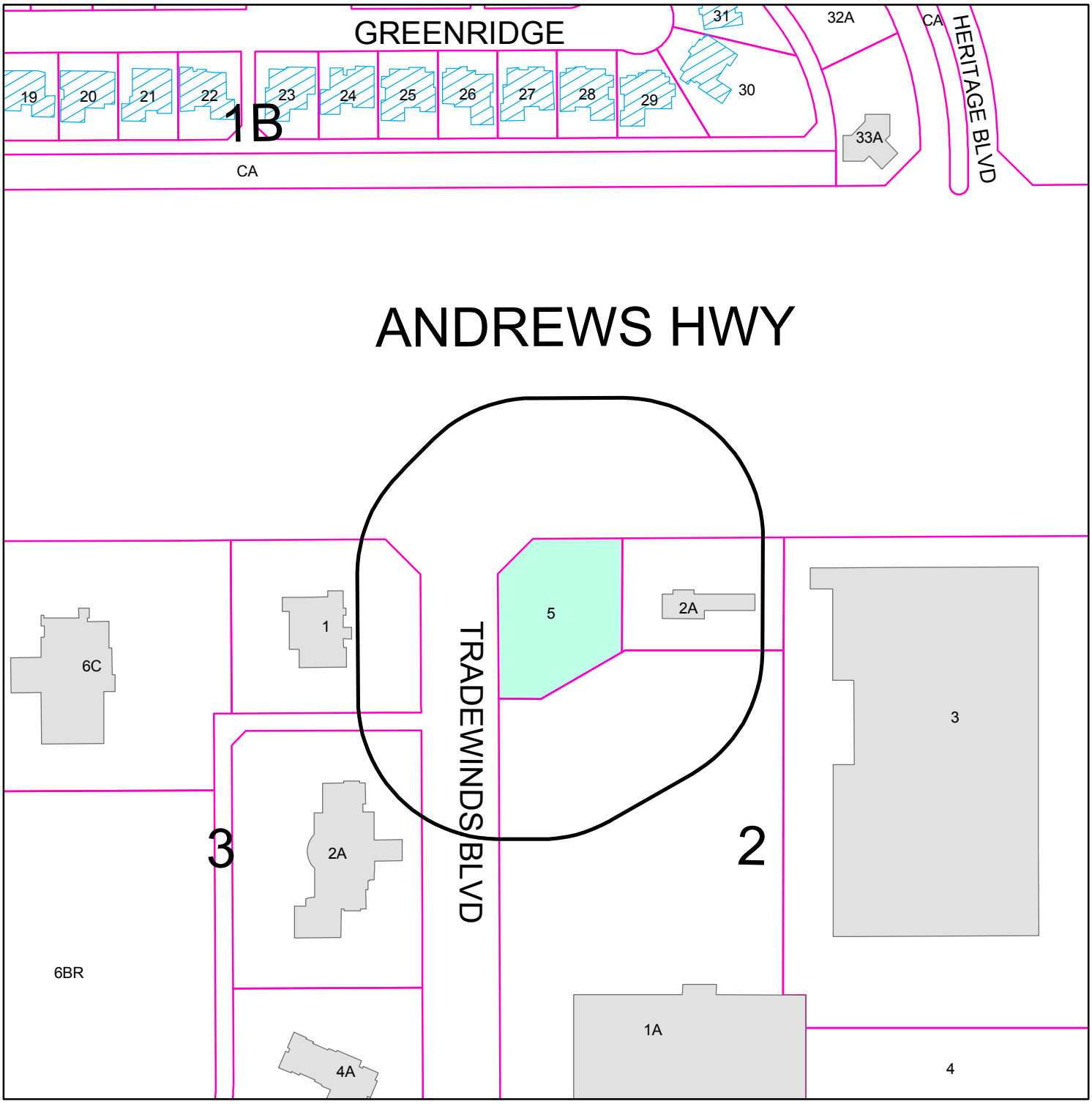
STAFF RECOMMENDATION:

We recommend approval of this request for a zone change from PD, Planned District for a Shopping Center to LR-2, Local Retail District.

Jim Compton, Senior Planner
Acting Planning Division Manager
Department of Development Services

Attachments:

Application
Maps



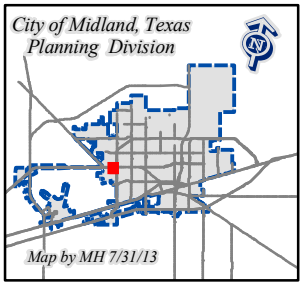
PROPERTY OWNER NOTIFICATION MAP

Z - 13 - 030 **Scale: 1" = 200'**

Consider a request for a zone change from PD, Planned District for a Shopping Center, to Local Retail District on Lot 5, Block 2, Westridge Park Addition, Section 8, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS



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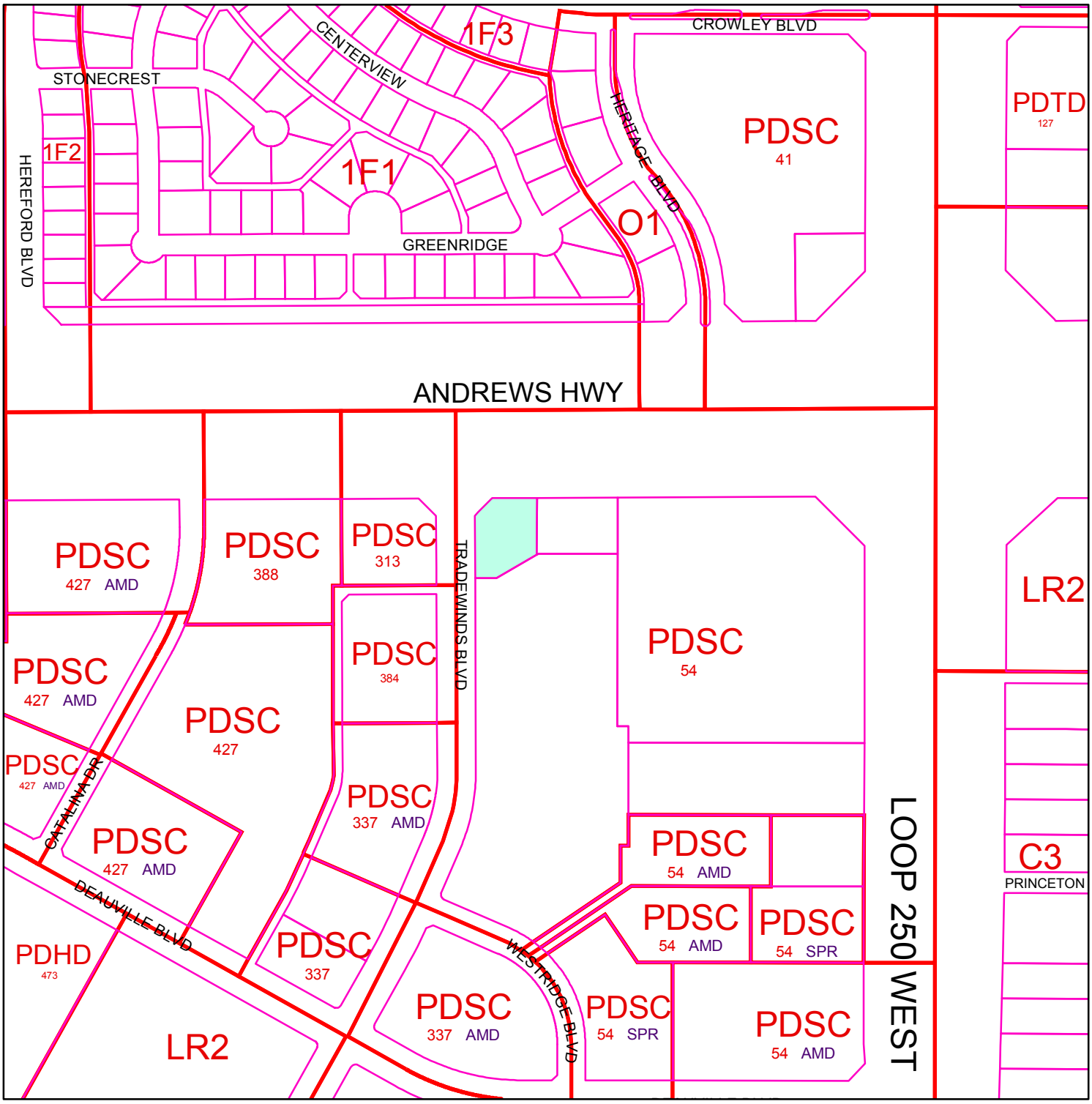
SOLELY ON THE INFORMATION CONTAINED HER



ZONING MAP

Z - 13 - 030 **Scale: 1" = 400'**

Consider a request for a zone change from PD, Planned District for a Shopping Center, to Local Retail District on Lot 5, Block 2, Westridge Park Addition, Section 8, City and County of Midland, Texas.

LEGEND

ZONING PARCELS

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

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SHEPPARD SURVEYING COMPANY, INC.

1013 Energy Dr.
Abilene, Texas 79602
Voice: 325.695.6277
Fax: 325.695.3299

RECEIVED
JUL 18 2013
CITY OF MIDLAND
PLANNING DIVISION OFFICE

STATE OF TEXAS
MIDLAND COUNTY
CITY OF MIDLAND

METES AND BOUND DESCRIPTION OF 0.808 ACRES OF LAND BEING ALL OF LOT 5, BLOCK 2, WESTRIDGE PARK ADDITION, SECTION 8, AS SHOWN BY PLAT RECORDED IN PLAT RECORDS OF MIDLAND COUNTY, NUMBER 21450, CABINET G, PAGE 6, DATED NOVEMBER 20, 2001.

BEGINNING AT A ½" REBAR WITH CAP MARKED "PLS 1974" RECOVERED ON THE EAST RIGHT OF WAY OF TRADEWINDS BOULEVARD (110' WIDE) FOR THE NORTHWEST CORNER OF LOT 1A, BLOCK 2, AND THE SOUTHWEST CORNER OF SAID LOT 5, AND OF THIS TRACT. SAID REBAR BEING FLUSH WITH THE PAVEMENT AND 5.5" FROM THE BACK OF A CONCRETE CURB. PER PLAT THIS CORNER IS AT N=10694235.98 AND E= 1731029.55, STATE PLANE COORDINATES, TEXAS CENTRAL ZONE, 4203.

THENCE N 14°46'37" W WITH SAID RIGHT OF WAY FOR A DISTANCE OF 177.45' TO A ½" REBAR WITH CAP MARKED "PLS 1974", RECOVERED FOR AN ANGLE POINT IN SAID RIGHT OF WAY LINE. FROM THIS POINT THE NORTHWEST CORNER OF A CONCRETE PAD BEARS S 26°11'50" E AT 12.5'.

THENCE N 30°13'23" E FOR A DISTANCE OF 70.71' TO A ½" REBAR WITH CAP MARKED "PLS 1974" RECOVERED ON THE SOUTH RIGHT OF WAY LINE OF ANDREWS HIGHWAY (STATE HIGHWAY 191) WITH A RIGHT OF WAY OF 500' WIDE, FOR THE NORTHWEST CORNER OF SAID LOT 5 AND OF THIS TRACT.

THENCE N 75°13'23" E ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 127.72' TO A POINT IN A NEW CONCRETE SIDEWALK FOR THE NORTHWEST CORNER OF LOT 2A, THE NORTHEAST CORNER OF SAID LOT 5, AND OF THIS TRACT. FROM THIS POINT A "X" MARKED IN SAID SIDEWALK BEARS N 2°11'10" E AT 1.40' AND A ½" REBAR WITH CAP MARKED "PLS 1974" BEARS N 75°13'23" E AT 230.00' RECOVERED FOR THE NORTHEAST CORNER OF SAID LOT 2A.

THENCE S 14°22'29" E FOR A DISTANCE OF 161.81' TO A "+" RECOVERED ON A CONCRETE CURB ON THE NORTH LINE OF LOT 1A, BLOCK 2, SECTION 3, WESTRIDGE PARK ADDITION, FOR THE SOUTHWEST CORNER OF AFORESAID LOT 2A, THE SOUTHEAST CORNER OF SAID LOT 5 AND OF THIS TRACT.

THENCE S 45°35'50" W FOR A DISTANCE OF 133.60' TO A "+" RECOVERED ON A CONCRETE CURB FOR AN ANGLE POINT IN THE SOUTH LINE OF SAID LOT 5 AND OF THIS TRACT.

THENCE S 75°35'50" W FOR A DISTANCE OF 60.45' TO THE PLACE OF BEGINNING AND CONTAINING 0.808 ACRE OF LAND, (35,229 SQUARE FEET)

ALL BEARINGS AND DISTANCES ARE GRID NAD 83, TEXAS CENTRAL ZONE 4203 AS BASED UPON OPUS SOLUTION NEAR THE NORTHWEST CORNER OF THIS TRACT. COMBINED GRID SCALE FACTOR IS 0.99987.

I, MAXEY SHEPPARD, A REGISTERED PROFESSIONAL LAND SURVEYOR , OF TEXAS, HEREBY CERTIFY THAT THE FOREGOING DESCRIPTION AND ATTACHED PLAT REPRESENT A SURVEY MADE ON THE GROUND, UNDER MY DIRECT SUPERVISION.

MAXEY SHEPPARD, RPLS 3697

STATE OF TEXAS
REGISTERED
MAXEY SHEPPARD
3697
PROFESSIONAL
LAND SURVEYOR

S:\C&G SURVEY\BOUNDARY\MIDLAND COUNTY\MIDLAND\WESTRIDGE PARK ADDN\WESTRIDGE LOT 2 BLK 5 MIDLAND.doc

RECEIVED
JUL 18 2013
CITY OF MIDLAND
PLANNING DIVISION OFFICE

City of Midland
Office Memorandum

DATE: 9/10/2013

TO: The Honorable Mayor and City Council Members

FROM: Amy Turner, City Secretary

SUBJECT: Consider a resolution authorizing the Mayor to negotiate and execute a contract with the Midland Hispanic Chamber of Commerce to promote growth and development in the City.

During the budget process an amount was not assigned to the Midland Hispanic Chamber of Commerce per the recommendation of the Hotel/Motel Tax Advisory Board.

If the Council chooses to fund the Midland Hispanic Chamber of Commerce to promote growth and development, the proposed resolution authorizes the Mayor to negotiate and execute a contract with the Midland Hispanic Chamber of Commerce.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH THE MIDLAND HISPANIC CHAMBER OF COMMERCE TO PROMOTE THE CITY'S GROWTH AND DEVELOPMENT

WHEREAS, the Midland Hispanic Chamber of Commerce has obtained certain knowledge and expertise in encouraging, fostering, promoting, advertising, and developing the City as a destination for tourism and conventions; and

WHEREAS, the Council finds it to be in the public interest to authorize the Mayor to negotiate and execute a contract with the Midland Hispanic Chamber of Commerce to assist in advertising the City and promoting its growth and development;

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

THAT the Mayor is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, Texas, a contract with the Midland Hispanic Chamber of Commerce to advertise the City and promote its growth and development. Said contract to be in the form on file in the office of the City Secretary referenced by the date and number of this resolution.

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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
W. Wesley Perry, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Courtney Sharp, City Manager

_____
Robert McNaughton, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Amy M. Turner, City Secretary

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney

City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: **September 10, 2013**

TO: **CITY COUNCIL/CITY MANAGER**

FROM: **Jim Compton, Acting Planning Division Manager**

SUBJECT: **Consider a motion approving a proposed preliminary plat of Sunset Ridge Addition on a request by Development Contractors being a 66.61-acre tract of land out of Section 19, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas. (Generally located on the north side of E. Loop 250 North, approximately ¼ mile east of N. Fairgrounds Road. (Generally located on the north side of E. Loop 250 North, approximately ¼ mile east of N. Fairgounds Road.)**

Purpose: Consider a motion approving a proposed preliminary plat of Sunset Ridge Addition on a request by Development Contractors being a 66.61-acre tract of land out of Section 19, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas. District -2.

Recommended City Council Action

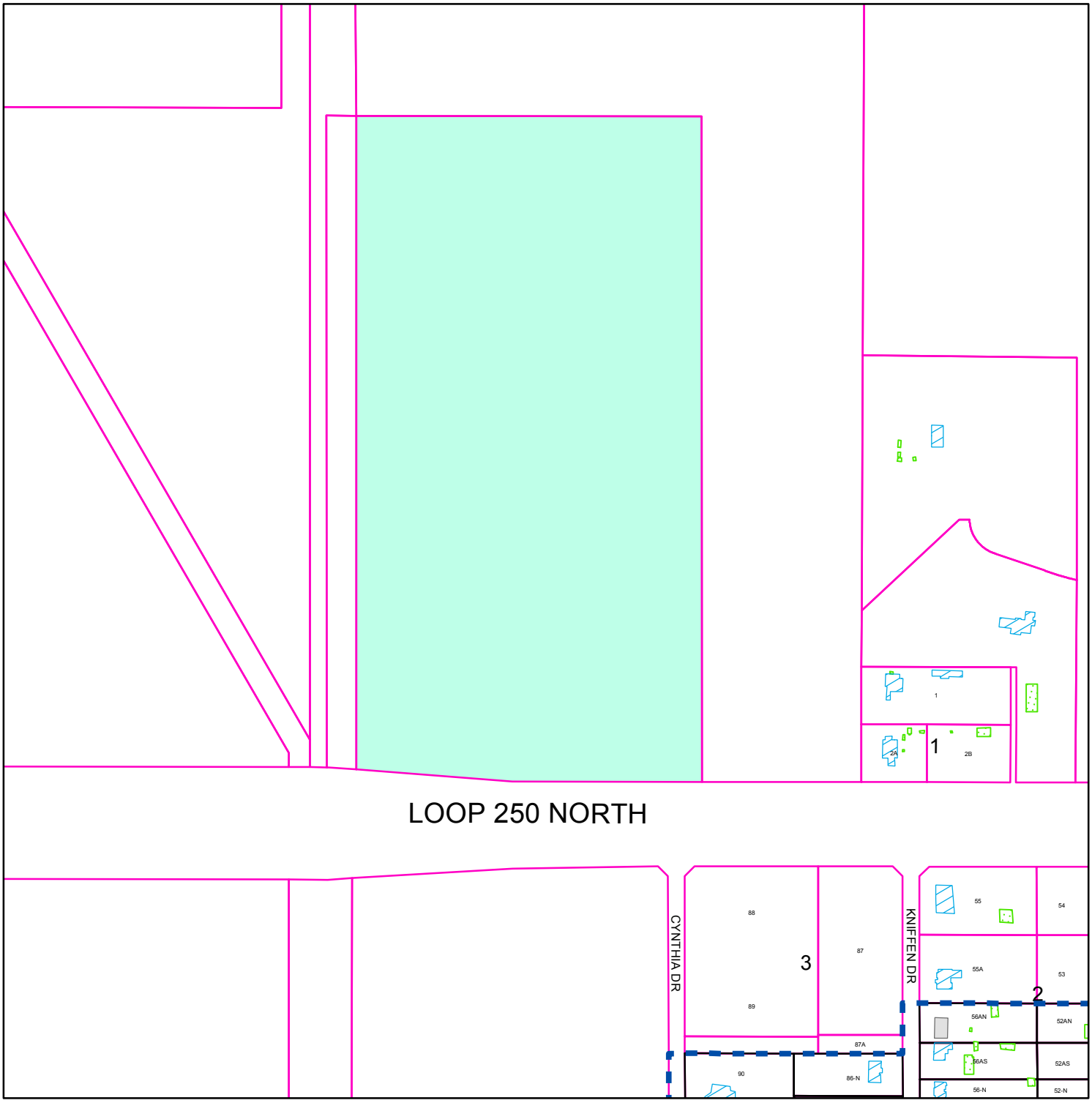
☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this request.

Discussion:
This proposed 66.61-acre plat is located north of E. Loop 250 N. approximately ¼ mile east of N. Fairgrounds Road. The City Subdivision Code requires any preliminary plat of 25 acres or more without a publicly owned school or park to be approved by the City Council. This proposed preliminary plat is approximately 67 acres with nine acres being dedicated for retail use along the E. Loop 250 North Frontage Road. The remaining 57 acres is planned for a residential subdivision with approximately 200 lots. Two collector streets run north/south with residential streets connecting to them. All proposed lots will be front entry only with unpaved alleys. Common Areas A and B will provide for entrance amenities and will serve as drainage easements on the property. Staff recommends approval of the proposed preliminary plat Sunset Ridge Addition.

Attachment: August 19 P&Z Report, Preliminary Plat, Maps.



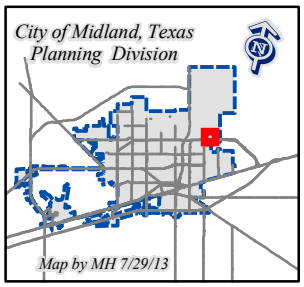
LOCATION MAP

P - 13 - 028 **Scale: 1" = 500'**

Proposed plat of Sunset Ridge Addition, being a 66.61-acre tract of land out of Section 19, Block 38, T-1-S, T & P RR Co. Survey, City and County of Midland, Texas.

L E G E N D

- CITY LIMITS
- COUNTY PARCEL
- CITY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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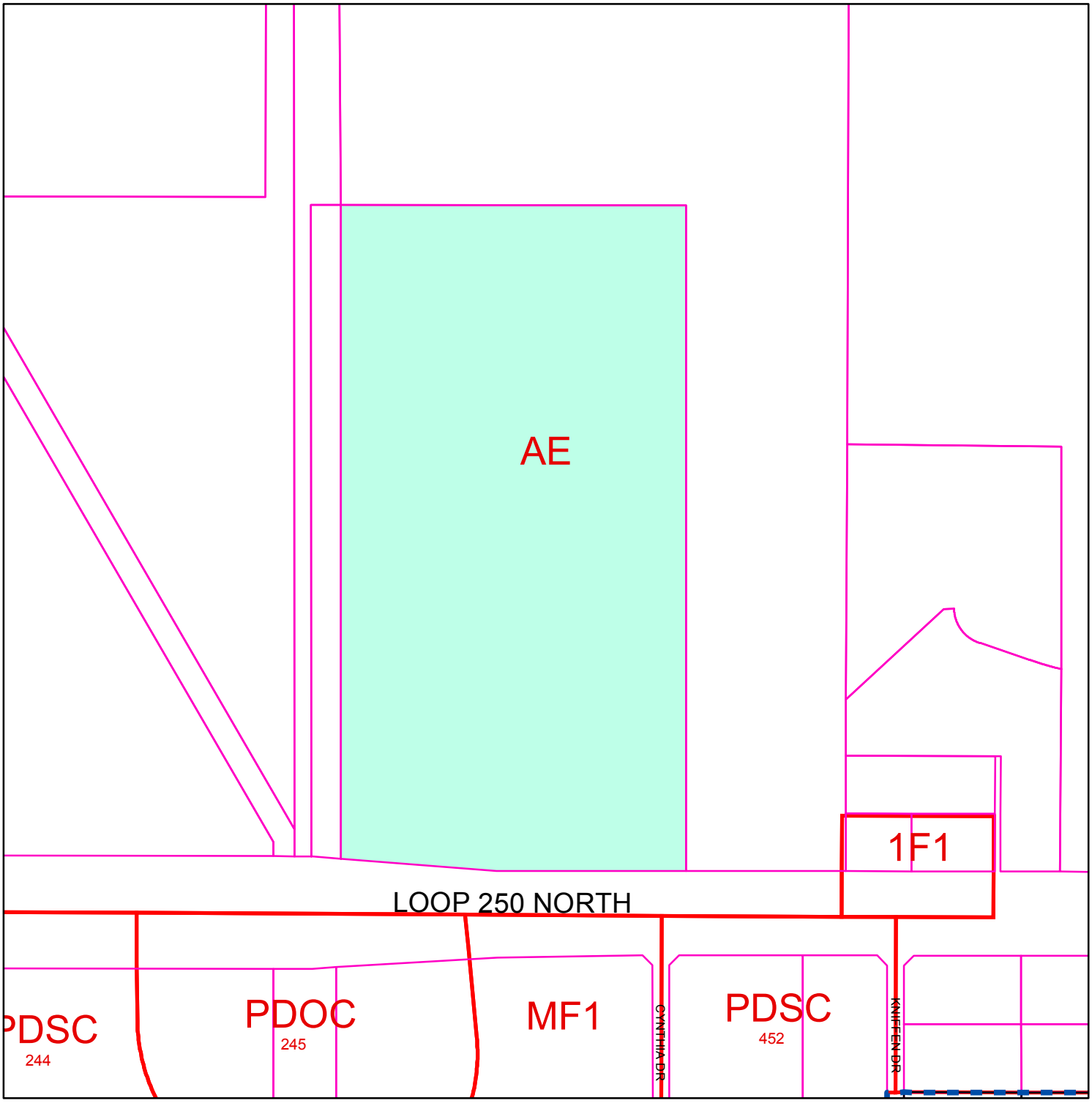

ZONING MAP

P - 13 - 028 **Scale: 1" = 500'**

Proposed plat of Sunset Ridge Addition, being a 66.61-acre tract of land out of Section 19, Block 38, T-1-S, T & P RR Co. Survey, City and County of Midland, Texas.

LEGEND

ZONING — CITY PARCELS

CITY LIMITS — COUNTY PARCELS

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

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PLANNING AND ZONING COMMISSION

August 19, 2013

CASE: P-13-028, Sunset Ridge Addition

STATUS: Proposed Preliminary Plat.

APPLICANT/OWNER: Development Contractor's Inc.

REPRESENTATIVE: Newton Engineering.

LEGAL DESCRIPTION: A 9.10 acre-tract of land (Tract 1) and a 57.51 acre-tract of land (Tract 2), all out of Section 19, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

LOCATION: Generally located on the north side of E. Loop 250 North, approximately ¼ mile east of N. Fairgrounds Road.

CURRENT ZONING: AE, Agriculture Estate District.

ASSOCIATED CASE: Z-13-029

DETAILS OF REQUEST:

1. This preliminary plat is proposing approximately 200 residential lots and seven retail lots along the Loop 250 frontage road. Two collector streets are being provided along the east and west portions of the property with 70 feet of dedicated rights-of-way. This subdivision is providing 20 feet of unpaved alley with only front entry permitted as per the subdivision code. Common areas A and B are being provided along the Loop 250 frontage and in the northwest corner of the property. These common areas will also serve as drainage and utility easements as well serve as amenities for the subdivision.

DRAINAGE:

2. An approved drainage study will be required as a condition of final plat approval.

PUBLIC IMPROVEMENTS:

3. Public improvements that need to be addressed before final plat include extension of sewer and water, paving, and fire hydrants all to City standards.

STAFF RECOMMENDATION:

We recommend approval of the proposed preliminary plat of Sunset Ridge Addition subject to the following conditions:

A. That an approved drainage study is required as a condition of final plat approval.

B. That all public improvements are adequately addressed either by providing a security or by building the required improvements.

C. That the Home Owner's Association and Covenants are approved prior to final plat approval.

_____

Jim Compton, Acting Planning Manager

Department of Development Services

_____

Martin Siwek, City Planner

Attachments:

Preliminary Plat Application

Maps

Proposed Preliminary Plat

NEWTON ENGINEERING, LLC
4908 N. Midkiff Rd.
Midland, Texas 79705
(432) 770-0499
F-13856

July 22, 2013
Field Notes
For
Sunset Ridge Rezone – LR-2
9.10 acres

All of that certain tract or parcel of land situated in the Southwest Quarter of Section 19. Block 38, T-1-S, Texas and Pacific Railroad Company Survey and being 9.10 acres out a called 66.63 acre tract recorded in Volume 2771, Page 180, Official Public Records of Midland County, Texas and being more particularly described as follows:

Beginning at the Southeast corner of this tract on the North line of State Loop No. 250 right-of-way. A ½ inch iron rod found at the Southeast corner of the said called 66.63 acres and the Southwest corner of the Mrs. Mary E. Weist called 151.687 acres as described in deed recorded in Volume 748, Page 403, Deed Records of Midland County, Texas bears N 75°37'22" E, 160.00 feet.

Thence N 14°30'57" W along the East line of this tract, 410.34 feet to its Northeast corner.

Thence S 75°29'03" W along the North line of this tract, 989.43 feet to the Northwest corner of this tract.

Thence S 14°30'57" E along the West line of this tract, 372.08 feet to the Southwest corner of same in the said North right-of-way line of State Loop Number 250. A ½ inch iron rod found at the Southwest corner of the said 66.63 arcres bears S 79°56'56"W, 77.75 feet.

Thence N 79°56'56" E along the South line of this tract and the said North line of Loop 250, 475.43 feet and N 75°37'22" E, 515.45 feet to the place of beginning and containing 9.10 acres of land.

I, Charles P. Rutherford, Registered Professional Land Surveyor, do hereby state that this field note description and its accompanying plat correctly represents the results of a survey made on the ground under my supervision and direction and that it was made according to the law and the Rules and Regulations of the Texas Board of Professional Land Surveying.

STATE OF TEXAS
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Charles P. Rutherford 7/22/2013
Charles P. Rutherford, R.P.L.S. No. 1977 Date

rev. 07/22/2013

CASE NO. Z-13-029

NEWTON ENGINEERING, PC
4908 N. Midkiff Rd.
Midland, Texas 79705
(432) 770-0499
F-13856

July 22, 2013
Field Notes
For
Sunset Ridge Rezone – PD
57.51 acres

All of that certain tract or parcel of land situated in the Southwest Quarter of Section 19. Block 38, T-1-S, Texas and Pacific Railroad Company Survey and being 57.51 acres out a called 66.63 acre tract recorded in Volume 2771, Page 180, Official Public Records of Midland County, Texas and being more particularly described as follows:

Beginning at a ½ inch iron rod found at the Northeast corner of this tract, same being the Northeast corner of the said called 66.63 acres and the inside Ell corner in the West line of the Mrs. Mary E. Weist called 151.687 acres as described in deed recorded in Volume 748, Page 403, Deed Records of Midland County, Texas.

Thence S 75°34'58" W along the North line of this tract and the upper South line of the said called 151.687 acres, 1,229.37 feet to a ½ inch iron rod found the Northwest corner of this tract and the Northeast corner of a called 4.83 acre tract as described in deed from Milestone Drilling Company to Texas Electric Service Company, recorded in Volume 850, Page 619, Deed Records of Midland County, Texas.

Thence S 14°30'57" E along the most West line of this tract, the West line of the said 66.63 acres and the East line of the said called 4.83 acres, 2,327.26 feet to a ½" iron rod found at the Southwest corner of this tract, the Southwest corner of the said 66.63 acres and the Southeast corner of the said called 4.83 acres on the North line of State Loop 250.

Thence N 79°56'56" E along the South line of this tract and the said North line of Loop 250, 80.24 feet to the most Easterly Southwest corner of this tract.

Thence N 14°30'50" W along the Easterly West line of this tract, 372.08 feet to an inside ell corner in the upper South line of this tract.

Thence N 75°29'03" E along the South line of this tract, 989.43 feet to an inside Ell corner in the said upper South line of this tract.

Thence S 14°30'57" E along the most Westerly East line of this tract, 410.34 feet to the most Westerly Southeast corner on the South line of this said called 66.63 acres and on the North line of said North Loop 250.

Thence N 75°37'22" E along the South line of this tract, said South line of the called 66.63 acres and the said north line of Loop 250, 160.00 feet to a ½ inch iron rod found at the Southeast corner of this tract and the Southeast corner of the said called 151.687 acres.

CASE NO. Z-13-026
43.8

NEWTON ENGINEERING, PC
4908 N. Midkiff Rd.
Midland, Texas 79705
(432) 770-0499
F-13856

Thence N 14°30'57" W along the East line of this tract and the said West line of the called 151.687 acres, 2,370.03 feet to the place of beginning and containing 57.51 acres of land.

I, Charles P. Rutherford, Registered Professional Land Surveyor, do hereby state that this field note description and its accompanying plat correctly represents the results of a survey made on the ground under my supervision and direction and that it was made according to the law and the Rules and Regulations of the Texas Board of Professional Land Surveying.

Charles P. Rutherford, R.P.L.S. No. 1977 Date

07/22/2013

STATE OF TEXAS
REGISTERED
CHARLES P. RUTHERFORD
1977
PROFESSIONAL
LAND SURVEYOR

CASE NO. Z-13-029 43.9

City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: **September 10, 2013**

TO: **CITY COUNCIL/CITY MANAGER**

FROM: **Jim Compton, Acting Planning Division Manager**

SUBJECT: Consider an ordinance on a request by D.R. Horton and Curt Alvin for the vacation of street rights-of-way being 0.703-acres of Baca Circle, 0.103-acres of Baca Street, 0.181-acres of Cerrillos Avenue, 0.57-acres of Cerrillos Court, 0.123-acres of Conquistador Court, 0.014-acres of Gallop Court, 0.002-acres of Guadalupe Street, 0.614-acres of Magellan Street, 0.409-acres of San Francisco Avenue, 0.079-acres of St. Michael Court, and for the vacation of 1.301-acres of adjacent alleys, all in the City and County of Midland, Texas. (Generally located on the east side of State Hwy 349, north of east extension of Mockingbird Lane.)

Purpose: Consider an ordinance on a request by D.R. Horton and Curt Alvin for the vacation of street rights-of-way being 0.703-acres of Baca Circle, 0.103-acres of Baca Street, 0.181-acres of Cerrillos Avenue, 0.57-acres of Cerrillos Court, 0.123-acres of Conquistador Court, 0.014-acres of Gallop Court, 0.002-acres of Guadalupe Street, 0.614-acres of Magellan Street, 0.409-acres of San Francisco Avenue, 0.079-acres of St. Michael Court, and for the vacation of 1.301-acres of adjacent alleys, all in the City and County of Midland, Texas. (Generally located on the east side of State Hwy 349, north of east extension of Mockingbird Lane.)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City for processing this application.

Discussion:

The applicants, D.R. Horton and Curt Alvin, are requesting to vacate the above described street and alley rights-of-way for the future development of a residential subdivision. The applicant is seeking to rezone and replat the property, alleys, and rights-of-way that are contained within the existing platted lot configuration. The purpose of the vacation, replat, and rezone applications are to allow for adjustments in configuration of rights-of-way, lotting size and pattern. The zoning application and residential replat will be brought before the Council on the September 24th Council meeting. The amount of rights-of-way acreage requesting to be vacated has been assessed by the City Manager's Office as an equivalent amount of rights-of-way to be dedicated with the forthcoming residential replat. Therefore, staff recommends approval of this request with no assessed fee to be charged to the applicants.

Attachments: Right-of-Way Map, Location Map, Exhibits A.1 – A.42.

ORDINANCE NO.

AN ORDINANCE VACATING AND ABANDONING A 0.703-ACRE PORTION OF BACA CIRCLE, A 0.103-ACRE PORTION OF BACA STREET, A 0.181-ACRE PORTION OF CERRILLOS AVENUE, A 0.57-ACRE PORTION OF CERRILLOS COURT, A 0.123-ACRE PORTION OF CONQUISTADOR COURT, A 0.014-ACRE PORTION OF GALLOP COURT, A 0.002-ACRE PORTION OF GUADALUPE STREET, A 0.614-ACRE PORTION OF MAGELLAN STREET, A 0.409-ACRE PORTION OF SAN FRANCISCO AVENUE, A 0.079-ACRE PORTION OF ST. MICHAEL COURT, AND A 1.301 ACRES OF ADJACENT ALLEYS, ALL OUT OF ADOBE MEADOWS, SECTIONS 1, 3, 4 AND 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF STATE HIGHWAY 349, NORTH OF THE EAST EXTENSION OF MOCKINGBIRD LANE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF $12,502.00; WAIVING THE FEE FOR THE COST OF THE RIGHT-OF-WAY; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.703-acre portion of Baca Circle , a 0.103-acre portion of Baca Street, a 0.181-acre portion of Cerrillos Avenue, a 0.57-acre portion of Cerrillos Court, a 0.123-acre portion of Conquistador Court, a 0.14-acre portion of Gallop Court, a 0.002-acre portion of Guadalupe Street, a 0.614-acre portion of Magellan Street, a 0.409-acre portion of San Francisco Avenue, a 0.079-acre portion of St. Michael Court, and 1.301 acres of adjacent alleys, all out of Adobe Meadows, Sections 1, 3, 4 and 5, City and County of Midland, Texas, are no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the right-of-way has been received by the City from the abutting property owner; and

WHEREAS, the City Manager has appraised the value of the City's property interest

in the right-of-way at $12,502.00, as shown in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to waive the fee for the cost of the right-of-way in exchange for the abutting property owner's dedication of right-of-way of equal value to the City through the plat of Adobe Meadows, Section 6; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the right-of-way described herein;

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

SECTION ONE. That the 0.703-acre portion of Baca Circle, the 0.103-acre portion of Baca Street, the 0.181-acre portion of Cerrillos Avenue, the 0.57-acre portion of Cerrillos Court, the 0.123-acre portion of Conquistador Court, the 0.14-acre portion of Gallop Court, the 0.002-acre portion of Guadalupe Street, the 0.614-acre portion of Magellan Street, the 0.409-acre portion of San Francisco Avenue, the 0.079-acre portion of St. Michael Court, and 1.301 acres of adjacent alleys, all out of Adobe Meadows, Sections 1, 3, 4 and 5, City and County of Midland, Texas, as described in Exhibits "A.1" through "A.42" attached hereto and made a part hereof for all legal purposes, are hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby only abandoning the public interest in said property and this ordinance in no way affects any private easement or access easement which abutting property owners may have in said right-of-way.

SECTION TWO. That the fee for the cost of the right-of-way vacated and abandoned herein to the adjoining property owner is hereby waived in exchange for the abutting property owner's dedication of right-of-way of equal value to the City through the plat of Adobe Meadows, Section 6 .

SECTION THREE. That 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., 2013; 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., 2013, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

_____
W. Wesley Perry, Mayor

ATTEST:

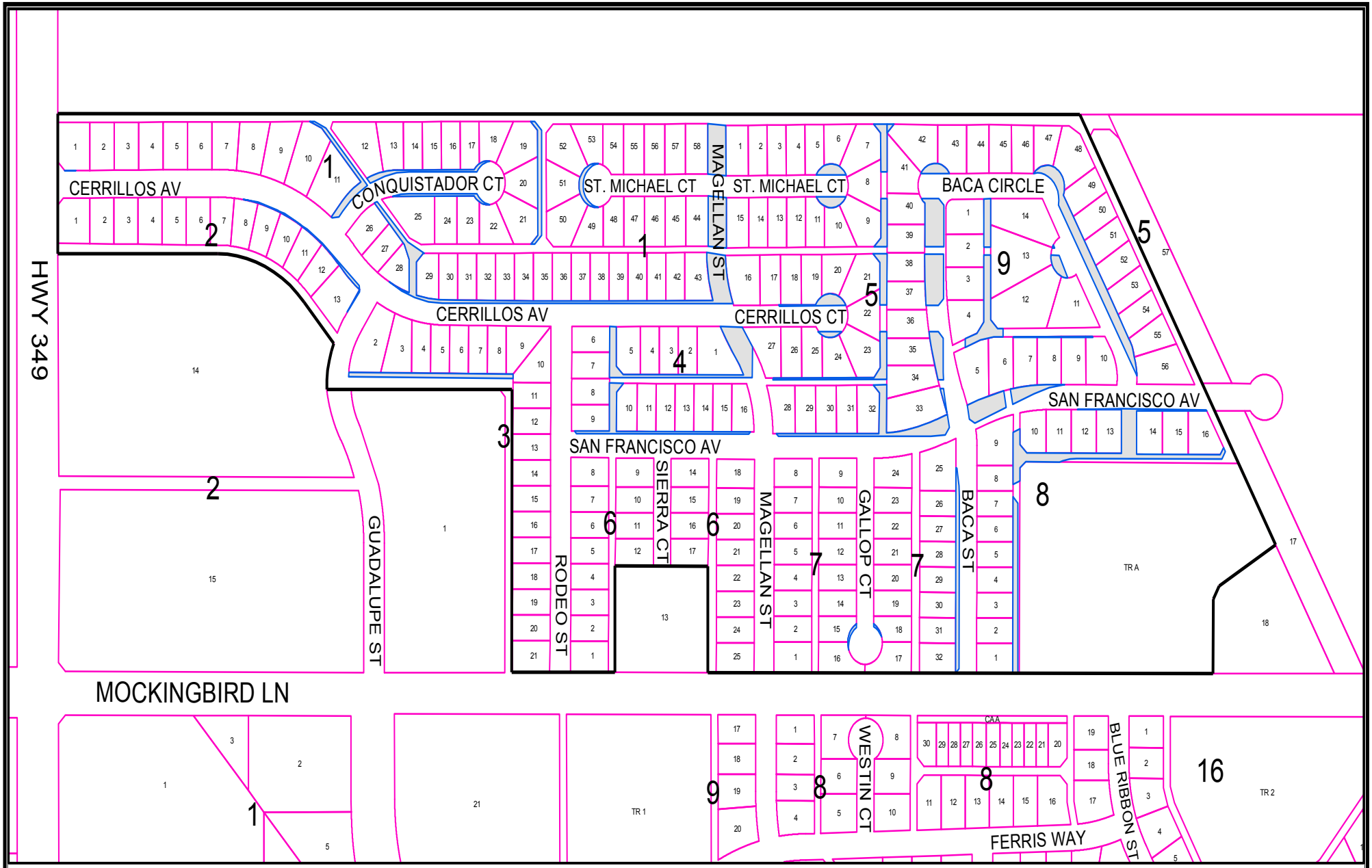
_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, Assistant to the City Manager

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney



Consider a request for the vacation of portions of rights-of-way being 0.703-acres of Baca Circle, 0.103-acres of Baca Street, 0.181-acres of Cerrillos Avenue, 0.57-acres of Cerrillos Court, 0.123-acres of Conquistador Court, 0.014-acres of Gallop Court, 0.002-acres of Guadalupe Street, 0.614-acres of Magellan Street, 0.409-acres of San Francisco Avenue, 0.079-acres of St. Michael Court and 1.301-acres of adjacent alleys, all contained within Adobe Meadows, Sections 1, 3, 4 and 5, City and County of Midland, Texas.

LOCATION MAP

V - 13 - 014

Scale: 1" = 300'

LEGEND

- CITY LIMITS
- PARCEL
- AREA BOUNDARY
- VACATION BOUNDARY

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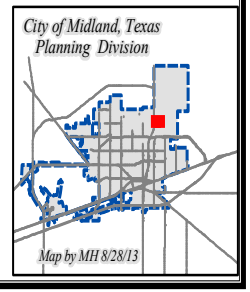

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS
200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404
www.windearthwater.com

TRACT 1

CERRILLOS AVENUE (TO BE VACATED), **ADOBE MEADOWS, SECTION 1**

LEGAL DESCRIPTION: BEING 7 SQUARE FEET OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF CERRILLOS AVENUE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 7 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718230.48', E(X) 1753915.03') at the intersection of the north right-of-way line of said Cerrillos Avenue and the south line of Lot 1, Block 1 of said Adobe Meadows, Section 1with the proposed west line of a proposed 20 foot wide alley for the northeast corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 130.00 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along the said north line of said Adobe Meadows, Section 1 a distance of 2361.99 feet;

THENCE South 14°28'20" East along the said proposed west line of said proposed 20 foot wide alley a distance of 0.22 feet to a point in the proposed north line of proposed Cerrillos Avenue for the southeast corner hereof;

THENCE South 75°31'40" West along the said proposed north line of said proposed Cerrillos Avenue a distance of 31.93 feet to a point at the east end of the proposed line connecting the said proposed north line of said proposed Cerrillos Avenue and the east line of State Highway 349 Business for the southwest corner hereof;

THENCE North 59°31'27" West along said line connecting the said proposed north line of said proposed Cerrillos Avenue and the said east line of said State Highway 349 Business a distance of 0.32 feet to a point in said north line of said Cerrillos Avenue and the said south line of said Lot 1 of said Block 1 for the northwest corner hereof;

THENCE North 75°32'22" East along the said north line of said Cerrillos Avenue a distance of 32.16 feet to the **POINT OF BEGINNING** and containing 7 square feet of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

STATE OF TEXAS
REGISTERED
JOHN F. WATSON
5498
PROFESSIONAL
LAND SURVEYOR

July 29, 2013

JFWCO Job No. 12-0216

RECEIVED
AUG 15 2013
CITY OF MIDLAND
PLANNING DIVISION OFFICE

CASE NO. V-13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

www.windearthwater.com

TRACT 2

CERRILLOS AVENUE (TO BE VACATED), **ADOBE MEADOWS, SECTION 1**

LEGAL DESCRIPTION: BEING 0.002 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF CERRILLOS AVENUE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.002 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718235.47', E(X) 1753934.40') at the intersection of the north right-of-way line of said Cerrillos Avenue and the south line of Lot 1, Block 1 of said Adobe Meadows, Section 1 with the proposed east line of a proposed 20 foot wide alley for the northwest corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 130.00 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along the said north line of said Adobe Meadows, Section 1 a distance of 2341.99 feet;

THENCE along the said north line of said Cerrillos Avenue the following two (2) calls:

1. North 75°32'22" East a distance of 395.86 feet to a point for the point of curvature of a curve to the right;
2. Along said curve turning to the right an arc length of 30.34 feet, a radius of 529.95 feet and a chord bearing of North 77°10'47" East a distance of 30.34 feet to a point in the curving south line of Lot 7 of said Block 1 of said Adobe Meadows, Section 1 at the intersection of the proposed curving north line of proposed Cerrillos Avenue for the east corner hereof;

THENCE along the said proposed north line of said proposed Cerrillos Avenue the following two (2) calls:

1. Along said curve turning to the left an arc length of 27.86 feet, a radius of 529.95 feet and a chord bearing of South 77°02'48" West a distance of 27.85 feet to a point at end of curve;
2. South 75°31'40" West a distance of 398.34 feet to a point for the southeast corner of the said proposed 20 foot wide alley and southwest corner hereof;

THENCE North 14°28'20" West along the said east line of the said proposed 20 foot wide alley a distance of 0.22 feet to the **POINT OF BEGINNING** and containing 0.002 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS

July 29, 2013

Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216

RECEIVED
AUG 15 2013
CITY OF MIDLAND
PLANNING DIVISION OFFICE

CASE NO. V-13-014

John F. Watson & Company
PROFESSIONAL LAND SURVEYORS & PLANNERS
200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404
www.windearthwater.com

TRACT 3

CONQUISTADOR COURT (TO BE VACATED), **ADOBE MEADOWS, SECTION 1 AND ALLEY** (TO BE VACATED) **BLOCK 1, ADOBE MEADOWS, SECTION 1**

LEGAL DESCRIPTION: BEING 0.085 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF CONQUISTADOR COURT AND A PART OF THAT CERTAIN ALLEY ADJACENT TO LOTS 10 AND 11, BLOCK 1, DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.085 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718506.73', E(X) 1754545.75') for an angle point in the south line of an existing alley and an angle point in the north line of said Lot 10 of said Block 1for the west corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 20.00 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along said north line of said Adobe Meadows, Section 1 a distance of 1682.27 feet;

THENCE along the proposed south and southwest lines of said proposed alley the following three (3) calls:

1. North 75°32'22" East a distance of 11.90 feet to a point for an angle point hereof;
2. South 80°45'35" East a distance of 36.63 feet to a point for an angle point hereof;
3. South 57°03'32" East a distance of 178.55 feet to a point in the proposed curving northwest line of proposed Conquistador Court for the northeast corner hereof;

THENCE along the proposed northwest and west lines of said proposed Conquistador Court the following two (2) calls:

1. Along said curve turning to the left an arc length of 92.95 feet, a radius of 255.00 feet and a chord bearing of South 36°28'35" West a distance of 92.44 feet to a point at end of curve;
2. South 26°02'01" West a distance of 17.63 feet to a point at the east end of the proposed line connecting the said proposed west line of said proposed Conquistador Court and the proposed north line of proposed Cerrillos Avenue for an angle point hereof;

THENCE South 69°57'56" West along the said proposed line connecting the said proposed west line of said proposed Conquistador Court and the said proposed curving north line of said proposed Cerrillos Avenue a distance of 21.60 feet to a point in the said proposed curving north line of said proposed Cerrillos Avenue for an angle point hereof;

THENCE along the said proposed curving north line of said proposed Cerrillos Avenue along said curve turning to the left an arc length of 1.87 feet, a radius of 529.95 feet and a chord bearing of North 67°00'53" West a distance of 1.87 feet to a point in the west line of said Conquistador Court and the east line of said Lot 11 of said Block 1 for the southwest corner hereof;

THENCE along the said west and northwest line of said Conquistador Court and the east line of said Lot 11 of said Block 1 the following two (2) calls:

1. North 26°11'34" East a distance of 42.31 feet to a point for the point of curvature of a curve to the right;
2. Along said curve turning to the right an arc length of 76.52 feet, a radius of 220.00 feet and a chord bearing of North 36°09'23" East a distance of 76.13 feet to a point in the southwest line of said existing alley for the northeast corner of said Lot 11 of said Block 1 and an interior corner hereof;

THENCE along the southwest and south line of said existing alley and the northeast line of said Lot 11 and the northeast and north line of said Lot 10 of said Block 1 the following two (2) calls:

1. North 56°53'27" West a distance of 167.47 feet to a point for an angle point hereof;
2. North 80°40'32" West a distance of 36.60 feet to the **POINT OF BEGINNING** and containing 0.085 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

STATE OF TEXAS
REGISTERED
JOHN F. WATSON
5498
PROFESSIONAL
LAND SURVEYOR

July 29, 2013

JFWCO Job No. 12-0216

RECEIVED
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CASE NO V-13-014

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www.windearthwater.com

TRACT 4

CERRILLOS AVENUE (TO BE VACATED), **ADOBE MEADOWS, SECTION 1**

LEGAL DESCRIPTION: BEING 0.020 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF CERRILLOS AVENUE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.020 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718282.22', E(X) 1754359.07') in the curving south right-of-way line of said Cerrillos Avenue and the curving north line of Lot 7, Block 2 of said Adobe Meadows, Section 1 at the intersection of the proposed curving south right-of-way line of proposed Cerrillos Avenue for the west corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 190.78 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along the said north line of said Adobe Meadows, Section 1 a distance of 1919.10 feet;

THENCE along the said proposed south line of said proposed Cerrillos Avenue the following two (2) calls:

1. Along said curve turning to the right an arc length of 321.33 feet, a radius of 469.95 feet and a chord bearing of South 81°52'36" East a distance of 315.10 feet to a point at end of curve;
2. South 62°17'19" East a distance of 123.22 feet to a point at the north end of the proposed line connecting the said proposed south line of said proposed Cerrillos Avenue with the proposed west line of proposed Guadalupe Street for an angle point hereof;

THENCE South 19°06'44" East along the said proposed line connecting the said proposed south line of said proposed Cerrillos Avenue with the said proposed west line of said proposed Guadalupe Street a distance of 9.22 feet to a point in the curving south line of said Cerrillos Avenue and the curving north line of Lot 13 of said Block 2 of said Adobe Meadows, Section 1 for the east corner hereof;

THENCE along the said south line of said Cerrillos Avenue the following three (3) calls:

1. Along said curve turning to the right an arc length of 67.45 feet, a radius of 406.00 feet and a chord bearing of North 61°39'00" West a distance of 67.37 feet to a point at end of curve;
2. North 56°53'27" West a distance of 20.39 feet to a point for the point of curvature of a curve to the left;
3. Along said curve turning to the left an arc length of 363.13 feet, a radius of 469.95 feet and a chord bearing of North 79°01'37" West a distance of 354.16 feet to the **POINT OF BEGINNING** and containing 0.020 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216

STATE OF TEXAS
REGISTERED
JOHN F. WATSON
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PROFESSIONAL
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TRACT 5

GUADALUPE STREET (TO BE VACATED), **ADOBE MEADOWS, SECTION 1**

LEGAL DESCRIPTION: BEING 0.002 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF GUADALUPE STREET DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.002 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718164.66', E(X) 1754785.55') in the west right-of-way line of said Guadalupe Street and the east line of Lot 13, Block 2 of said Adobe Meadows, Section 1 at the intersection of the proposed right-of-way line connecting the proposed south right-of-way line of proposed Cerrillos Avenue with the proposed west right-of-way line of proposed Guadalupe Street for the north corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 411.11 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along the said north line of said Adobe Meadows, Section 1 a distance of 1535.48 feet;

THENCE South 19°06'44" East along the said proposed line connecting the said proposed south line of said proposed Cerrillos Avenue with the said proposed west line of said proposed Guadalupe Street a distance of 5.23 feet to a point for the south end of the said proposed line connecting the said proposed south line of said proposed Cerrillos Avenue with the said proposed west line of said proposed Guadalupe Street and an angle point hereof;

THENCE along the said proposed west line of said proposed Guadalupe Street the following two calls:

1. South 24°03'52" West a distance of 44.64 feet to a point for the point of curvature of a curve to the left;
2. Along said curve turning to the left an arc length of 84.82 feet, a radius of 319.39 feet and a chord bearing of South 16°27'25" West a distance of 84.57 feet to a point in the curving west line of said Guadalupe Street and the curving east line of said Lot 13 of said Block 2 for the south corner hereof;

THENCE along the said west right-of-way line of said Guadalupe Street the following two calls:

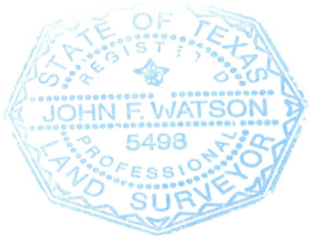
1. Along said curve turning to the right an arc length of 65.22 feet, a radius of 319.39 feet and a chord bearing of North 14°41'58" East a distance of 65.11 feet to a point at end of curve;
2. North 20°32'58" East a distance of 68.16 feet to the **POINT OF BEGINNING** and containing 0.002 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

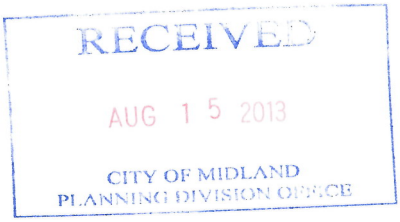
I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216



July 29, 2013



CASE NO. V-13014

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200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404
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TRACT 6

ALLEY (TO BE VACATED) **BLOCK 3, ADOBE MEADOWS, SECTION 1**

LEGAL DESCRIPTION: BEING 0.110 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN 30 FOOT WIDE ALLEY ALONG THE SOUTH SIDE OF LOTS 2, 3, 4, 5, 6, 7, 8 AND 9 AND THE WEST SIDE OF LOT 10, BLOCK 3, ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.110 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10717964.37', E(X) 1754805.33') in the curving east right-of-way line of Guadalupe Street for the southwest corner hereof from which a southwest corner of said Adobe Meadows, Section 1, being also the southwest corner of said Guadalupe Street as shown on said Adobe Meadows, Section 1 bears South 14°27'38" East a distance of 20.00 feet to a point in a south line of said Adobe Meadows, Section 1 and South 75°32'22" West along said south line of said Adobe Meadows, Section 1 a distance of 60.28 feet;

THENCE along said curving east line of said Guadalupe Street along said curve turning to the right an arc length of 10.05 feet, a radius of 190.71 feet and a chord bearing of North 09°14'12" West a distance of 10.04 feet to a point for the southwest corner of said Lot 2 of said Block 3 and the northwest corner hereof;

THENCE North 75°32'22" East along the south line of said Lots 2, 3, 4, 5, 6, 7, 8 and 9 of said Block 3 a distance of 476.87 feet to a point for the southeast corner of said Lot 9 of said Block 3 and an angle point in the west line of said Lot 10 of said Block 3 and the northeast corner hereof;

THENCE South 14°27'38" East along the said west line of said Lot 10 of said Block 3 a distance of 10.15 feet to a point in the proposed north line of a proposed alley for the southeast corner hereof;

THENCE South 75°33'25" West along the said proposed north line of said proposed alley a distance of 477.78 feet to the **POINT OF BEGINNING** and containing 0.110 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

STATE OF TEXAS
REGISTERED
JOHN F. WATSON
5498
PROFESSIONAL
LAND SURVEYOR

July 29, 2013

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www.windearthwater.com

TRACT 7

CONQUISTADOR COURT (TO BE VACATED), **ADOBE MEADOWS, SECTION 1**

LEGAL DESCRIPTION: BEING 0.032 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF CONQUISTADOR COURT DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.032 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718453.72', E(X) 1755099.67') in the curving south line of said Conquistador Court and the curving north line of Lot 22, Block 1 of said Adobe Meadows, Section 1 at the intersection of the proposed curving south line of proposed Conquistador Court for the east corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 209.65 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along the said north line of said Adobe Meadows, Section 1 a distance of 1159.13 feet;

THENCE along the south line of said Conquistador Court the following three (3) calls:

1. Along said curve turning to the right an arc length of 52.25 feet, a radius of 50.00 feet and a chord bearing of North 81°15'57" West a distance of 49.90 feet to a point for a point at end of curve;
2. South 75°32'22" West a distance of 222.72 feet to a point for the point of curvature of a curve to the left;
3. Along said curve turning to the left an arc length of 13.64 feet, a radius of 160.00 feet and a chord bearing of South 73°05'51" West a distance of 13.63 feet to a point in the curving north line of Lot 25 of said Block 1 of said Adobe Meadows, Section 1 and the said proposed curving south line of said proposed Conquistador Court for the west corner hereof;

THENCE along the said proposed south line of said Conquistador Court the following three (3) calls:

1. Along said curve turning to the right an arc length of 47.94 feet, a radius of 205.00 feet and a chord bearing of North 68°50'22" East a distance of 47.84 feet to a point at end of curve;
2. North 75°32'22" East a distance of 197.27 feet to a point for the point of curvature of a curve to the left;
3. Along said curve turning to the left an arc length of 46.48 feet, a radius of 50.00 feet and a chord bearing of South 71°05'25" East a distance of 44.82 feet to the **POINT OF BEGINNING** and containing 0.032 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216

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TRACT 8

CONQUISTADOR COURT (TO BE VACATED), **ADOBE MEADOWS, SECTION 1**

LEGAL DESCRIPTION: BEING 0.053 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF CONQUISTADOR COURT DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.053 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718549.88', E(X) 1755074.87') in the curving north line of said Conquistador Court and the curving south line of Lot 18, Block 1 of said Adobe Meadows, Section 1 at the intersection of the proposed curving north line of proposed Conquistador Court for the east corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 110.35 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along the said north line of said Adobe Meadows, Section 1 a distance of 1159.13 feet;

THENCE along the said proposed north line of the said proposed Conquistador Court the following three (3) calls:

1. Along said curve turning to the left an arc length of 46.48 feet, a radius of 50.00 feet and a chord bearing of South 42°10'07" West a distance of 44.82 feet to a point at end of curve;
2. South 75°32'22" West a distance of 197.27 feet to a point for the point of curvature of a curve to the left;
3. Along said curve turning to the left an arc length of 106.53 feet, a radius of 255.00 feet and a chord bearing of South 63°34'17" West a distance of 105.76 feet to a point in the proposed northeast line of a proposed 20 foot wide alley for the south corner hereof;

THENCE North 57°03'32" West along the said proposed northeast line of the said proposed 20 foot wide alley a distance of 15.93 feet to a point in the curving north line of said Conquistador Court and the curving south line of Lot 12 of said Block 1 of said Adobe Meadows, Section 1 for the west corner hereof;

THENCE along the north line of said Conquistador Court the following three (3) calls:

1. Along said curve turning to the right an arc length of 82.26 feet, a radius of 220.00 feet and a chord bearing of North 64°49'39" East a distance of 81.78 feet to a point at end of curve;
2. North 75°32'22" East a distance of 222.72 feet to a point for the point of curvature of a curve to the right;
3. Along said curve turning to the right an arc length of 52.25 feet, a radius of 50.00 feet and a chord bearing of North 52°20'40" East a distance of 49.90 feet to the **POINT OF BEGINNING** and containing 0.053 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

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TRACT 9

ALLEY (TO BE VACATED) **BLOCK 1, ADOBE MEADOWS, SECTION 1**

LEGAL DESCRIPTION: BEING 0.075 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN ALLEY ALONG THE EAST SIDE OF LOTS 19, 20 AND 21, BLOCK 1, ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.075 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718669.94', E(X) 1755178.64') for an angle point in a proposed alley for the northeast corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 20.00 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along said north line of said Adobe Meadows, Section 1 a distance of 1028.67 feet;

THENCE along the proposed southwest, west and northwest lines of said proposed alley the following three (3) calls:

1. South 59°32'40" East a distance of 28.33 feet to a point for an angle point hereof;
2. South 14°37'42" East a distance of 239.98 feet to a point for an angle point hereof;
3. South 30°27'18" West a distance of 28.27 feet to a point for an angle point in said proposed alley for the southeast corner hereof;

THENCE South 75°32'22" West along the proposed north line of said proposed alley a distance of 12.13 feet to a point for the southeast corner of said Lot 21 of said Block 1 and the southwest corner hereof;

THENCE along the southeast and east line of said Lot 21, the east line of said Lot 20 and the east and northeast line of said Lot 19 of said Block 1 the following three (3) calls:

1. North 30°32'22" East a distance of 28.28 feet to a point for an angle point hereof ;
2. North 14°27'38" West a distance of 240.00 feet to a point for an angle point hereof;
3. North 59°27'38" West a distance of 28.28 feet to a point in the proposed south line of said proposed alley for the northwest corner of said Lot 19 of said Block 1 and the northwest corner hereof;

THENCE North 75°32'22" East along the said proposed south line of the said proposed alley a distance of 11.33 feet to the **POINT OF BEGINNING** and containing 0.075 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS

July 29, 2013

Registered Professional Land Surveyor No. 5498
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www.windearthwater.com

TRACT 10

ST. MICHAEL COURT (TO BE VACATED), **ADOBE MEADOWS, SECTION 1**

LEGAL DESCRIPTION: BEING 0.027 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF ST. MICHAEL COURT DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.027 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718627.31', E(X) 1755375.08') in the curving north line of said St. Michael Court and the curving south line of Lot 53, Block 1 of said Adobe Meadows, Section 1 at the intersection of the proposed curving west line of proposed San Miguel Court for the northeast corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 110.33 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along the said north line of said Adobe Meadows, Section 1 a distance of 849.10 feet;

THENCE along the said proposed curving west line of said proposed San Miguel Court along said curve turning to the left an arc length of 145.40 feet, a radius of 50.00 feet and a chord bearing of South 14°22'21" East a distance of 99.32 feet to a point in the curving south line of said St. Michael Court and the curving north line of Lot 49 of said Block 1 of said Adobe Meadows, Section 1 for the southeast hereof;

THENCE along said curving west line of said St. Michael Court turning to the right an arc length of 168.76 feet, a radius of 50.00 feet, a chord bearing of North 14°22'21" West a distance of 99.32 feet to the **POINT OF BEGINNING** and containing 0.027 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JOHN F. WATSON 5498 PROFESSIONAL LAND SURVEYOR

July 29, 2013

JFWCO Job No. 12-0216

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CITY OF MIDLAND
PLANNING DIVISION

CASE NO. V-13-014

John F. Watson & Company
PROFESSIONAL LAND SURVEYORS & PLANNERS
200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404
www.windearthwater.com

TRACT 11

MAGELLAN STREET (TO BE VACATED), **ADOBE MEADOWS, SECTION 1, CERRILLOS AVENUE** (TO BE VACATED), **ADOBE MEADOWS, SECTION 1 AND ALLEY** (TO BE VACATED) **BLOCK 1, ADOBE MEADOWS, SECTION 1**

LEGAL DESCRIPTION: BEING 0.382 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF MAGELLAN STREET, A PART OF CERRILLOS AVENUE AND A PART OF THAT CERTAIN ALLEY ADJACENT TO LOTS 26 AND THROUGH 43, BLOCK 1, ALL DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.382 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718518.98', E(X) 1755794.62') at the intersection of the curving east right-of-way line of said Magellan Street with the proposed south line of a proposed 20 foot wide alley for the northwest corner of Lot 16, Block 5 of said Adobe Meadows, Section 1 and northeast corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 320.00 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along the said north line of said Adobe Meadows, Section 1 a distance of 469.91 feet;

Thence along said curving east line of said Magellan Street and the said curving west line of said Lot 16 of said Block 5 along said curve turning to the left an arc length of 119.34 feet, a radius of 347.77 feet and a chord bearing of South 26°02'30" East a distance of 118.76 feet to a point in the proposed north line of said proposed Cerrillos Avenue for the southeast corner hereof;

THENCE along the said proposed north line of proposed Carrillos Avenue the following two (2) calls:

1. South 75°33'25" West a distance of 851.49 feet to a point for the point of curvature of a curve to the right;
2. Along said curve turning to the right an arc length of 164.38 feet, a radius of 270.00 feet and a chord bearing of North 87°00'07" West a distance of 161.85 feet to a point in the curving south line of said Lot 28 of said Block 1 and the curving north line of said Cerrillos Avenue and southwest corner hereof;

THENCE along said curving south line of said Lot 28 of said Block 1 and the said curving north line of said Cerrillos Avenue along said curve turning to the left an arc length of 62.21 feet, a radius of 346.00 feet and a chord bearing of South 80°55'10" East a distance of 62.12 feet to a point for the southeast corner of said Lot 28 of said Block 1 and an interior corner hereof;

Thence along east line of said Lot 28 and the northeast line of said Lots 27 and 26 of said Block 1 the following three (3) calls:

1. North 14°27'38" West a distance of 79.95 feet to a point for an angle point hereof;
2. North 35°40'32" West a distance of 37.29 feet to a point for an angle point hereof;
3. North 56°53'27" West a distance of 120.35 feet to a point in the proposed curving southeast line of proposed Conquistador Court for an ell corner hereof;

THENCE along said proposed curving southeast line of said proposed Conquistador Court along said curve turning to the right an arc length of 8.29 feet, a radius of 205.00 feet and a chord

bearing of North 48°49'11" East a distance of 8.29 feet to a point in the proposed southwest line of a proposed 20 foot wide alley and an ell corner hereof;

Thence along the proposed southwest and south line of the said proposed 20 foot wide alley the following two (2) calls:

1. South 57°16'25" East a distance of 132.13 feet to a point for an angle point in the north line of said alley to be vacated for an angle point hereof;
2. South 80°49'56" East a distance of 44.93 feet to a point in the north line of said Lot 29 of said Block 1 for an angle point hereof;

THENCE along the north and west lines of said Lot 29 of said Block 1 the following three (3) calls:

1. South 75°32'22" West a distance of 3.67 feet to a point for an angle point hereof;
2. South 30°32'22" West a distance of 28.28 feet to a point for an angle point hereof;
3. South 14°27'38" East a distance of 78.32 feet to a point in the said curving north line of said Cerrillos Avenue for the southwest corner of said Lot 29 of said Block 1 and an interior corner hereof;

THENCE along the south line of said Lots 29 through 43 of said Block 1 of said Adobe Meadows, Section I and the said north line of said Cerrillos Avenue the following two (2) calls:

1. Along said curve turning to the left an arc length of 90.18 feet, a radius of 346.00 feet and a chord bearing of North 83°00'21" East a distance of 89.92 feet to a point for the point at end of curve;
2. North 75°32'22" East a distance of 774.02 feet to a point in the curving west line of said Magellan Street for the southeast corner of said Lot 43 of said Block 1 and an interior corner hereof;

THENCE along the said curving west line of said Magellan Street and said curving east line of said Lot 43 of said Block 1 along said curve turning to the right an arc length of 111.83 feet, a radius of 407.77 feet and a chord bearing of North 23°48'36" West a distance of 111.48 feet to a point in the said proposed south line of the said proposed 20 foot wide alley for the northeast corner of said Lot 43 of said Block 1 and an ell corner hereof;

THENCE North 75°32'19" East along the said proposed south line of the said proposed 20 foot wide alley a distance of 60.02 feet to the **POINT OF BEGINNING** and containing 0.382 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

STATE OF TEXAS
REGISTERED
JOHN F. WATSON
5498
PROFESSIONAL
LAND SURVEYOR

July 29, 2013

JFWCO Job No. 12-0216

RECEIVED
AUG 15 2013
CITY OF MIDLAND
PLANNING DIVISION OFFICE

CASE NO. V-13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS
200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404
www.windearthwater.com

TRACT 12

SAN FRANCISCO AVENUE (TO BE VACATED), **ADOBE MEADOWS, SECTION 5, AND ALLEY** (TO BE VACATED) **BLOCK 4, ADOBE MEADOWS, SECTION 5**

LEGAL DESCRIPTION: BEING 0.115 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF SAN FRANCISCO AVENUE AND A PART OF A OF THAT CERTAIN ALLEY ALONG THE EAST LINE OF LOTS 8 AND 9 AND THE WEST LINE OF LOT 10, BLOCK 4, ALL DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 5, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET D, PAGE 305 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.115 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718139.71', E(X) 1755965.76') at the intersection of the proposed line connecting the proposed west line of proposed Magellan Street with the proposed north line of proposed San Francisco Avenue with the north line of said San Francisco Avenue and the south line of Lot 16, Block 4 of said Adobe Meadows, Section 5 for the northeast corner hereof from which the northeast corner of Adobe Meadows, Section 1, a subdivision in Midland County, Texas recorded in Cabinet C, Page 170 of said plat records bears North 14°27'38" West a distance of 729.99 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along the said north line of said Adobe Meadows, Section 1 a distance of 398.89 feet;

THENCE South 30°32'53" West along the said proposed line connecting the said proposed west line of said proposed Magellan Street with the said proposed north line of said proposed San Francisco Avenue a distance of 8.09 feet to a point for the south end of the said proposed line connecting the said proposed west line of said proposed Magellan Street with the said proposed north line of said proposed San Francisco Avenue for an angle point hereof;

THENCE South 75°33'23" West along the said proposed north line of said proposed San Francisco Avenue a distance of 499.41 feet to a point for the east end of the proposed line connecting the said proposed north line of said proposed San Francisco Avenue with the east line of Rodeo Street for an angle point hereof;

THENCE North 59°27'07" West along the said proposed line connecting the said proposed north line of said proposed San Francisco Avenue with the said east line of said Rodeo Street a distance of 7.89 feet to a point in the north line of said San Francisco Avenue and the south line of said Lot 9 of said Block 4 for the west corner hereof;

THENCE North 75°32'27" East along the north line of said San Francisco Avenue and the south line of said Lot 9 of said Block 4 a distance of 100.67 feet to a point for the southeast corner of said Lot 9 of said Block 4 for an interior corner hereof;

THENCE North 14°27'38" West along the east line of said Lots 9 and 8 of said Block 4 a distance of 103.78 feet to a point in the proposed south line of a proposed 20 foot wide alley for the northwest corner hereof;

THENCE North 75°32'22" East along the said proposed south line of said proposed 20 foot wide alley a distance of 33.71 feet to a point in the west line of said Lot 10 of said Block 4 for the northeast corner of said alley to be vacated and an angle point hereof;

THENCE along the west line of said Lot 10 of said Block 4 the following two (2) calls:

1. South 30°32'22" West a distance of 19.40 feet to a point for an angle point hereof;
2. South 14°27'38" East a distance of 90.07 feet to a point for the southwest corner of said Lot 10 of said Block 4 and an interior corner hereof;

THENCE North 75°32'27" East along the north line of said San Francisco Avenue and the south line of Lots 10 through 16 of said Block 4 of said Adobe Meadows, Section 5 a distance of 390.04 feet to the **POINT OF BEGINNING** and containing 0.115 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

STATE OF TEXAS
REGISTERED
JOHN F. WATSON
5498
PROFESSIONAL
LAND SURVEYOR

July 29, 2013

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216

RECEIVED
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CITY OF MIDLAND
PLANNING DIVISION OFFICE

CASE NO. V-13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS
200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404
www.windearthwater.com

TRACT 13

MAGELLAN STREET (TO BE VACATED), **ADOBE MEADOWS, SECTION 1, AND ALLEY** (TO BE VACATED) **BLOCK 4, ADOBE MEADOWS, SECTION 1**

LEGAL DESCRIPTION: BEING 0.250 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF MAGELLAN STREET AND A PART OF THAT CERTAIN ALLEY ADJACENT TO LOTS 1, 2, 3, 4, 5, 6 AND 7, BLOCK 4, ALL DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.250 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718361.80', E(X) 1755891.30') at the intersection of the curving east right-of-way line of said Magellan Street and the curving west line of Lot 27, Block 5 of said Adobe Meadows, Section 1 with the proposed south line of proposed Cerrillos Avenue for the northeast corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 496.35 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along the said north line of said Adobe Meadows, Section 1 a distance of 415.53 feet;

THENCE along the said east line of said Magellan Street and the west line of said Lot 27 of said Block 5 the following three (3) calls:

1. Along said curve turning to the left an arc length of 15.50 feet, a radius of 347.77 feet and a chord bearing of South 48°15'33" East a distance of 15.50 feet to a point at end of curve;
2. South 49°32'10" East a distance of 25.56 feet to a point for the point of curvature of a curve to the right;
3. Along said curve turning to the right an arc length of 4.60 feet, a radius of 347.77 feet and a chord bearing of South 49°09'26" East a distance of 4.60 feet to a point in the proposed west line of proposed Magellan Street for an angle point hereof;

THENCE South 14°27'38" East along the said proposed west line of said proposed Magellan Street a distance of 72.27 feet to a point in the proposed north line of a proposed 20 foot wide alley for the southeast corner hereof;

THENCE South 75°32'22" West along the said proposed north line of the said proposed 20 foot wide alley a distance of 419.32 feet to a point in the east line of said Lot 7 of said Block 4 for the southwest corner hereof;

THENCE North 14°25'02" West along the east line of said Lots 7 and 6 of said Block 4 a distance of 109.97 feet to a point in the said proposed south line of said proposed Cerrillos Avenue for the northwest corner hereof;

THENCE North 75°33'25" East along the said proposed south line of said proposed Cerrillos Avenue a distance of 20.00 feet to a point in the west line of said Lot 5 of said Block 4 for an ell corner hereof;

THENCE along the west and south lines of said Lot 5 and the south line of said Lots 4, 3, 2 and 1 of said Block 4 the following three (3) calls:

1. South 14°25'02" East a distance of 83.70 feet to a point for an angle point hereof;
2. South 59°26'20" East a distance of 28.37 feet to a point for an angle point hereof;

3. North 75°32'22" East a distance of 348.75 feet to a point in the curving west line of said Magellan Street for the southeast corner of said Lot 1 of said Block 4 and an interior corner hereof;

THENCE along the west line of said Magellan Street and the east line of said Lot 1 of said Block 4 the following three (3) calls:

1. Along said curve turning to the left an arc length of 41.29 feet, a radius of 287.77 feet and a chord bearing of North 45°25'30" West a distance of 41.26 feet to a point at end of curve;
2. North 49°32'10" West a distance of 25.56 feet to a point for the point of curvature of a curve to the right;
3. Along said curve turning to the right an arc length of 55.42 feet, a radius of 407.77 feet and a chord bearing of North 45°38'32" West a distance of 55.38 feet to a point in the said proposed south line of said proposed Cerrillos Avenue for an ell corner hereof;

THENCE North 75°33'25" East along the said proposed south line of said proposed Cerrillos Avenue a distance of 69.16 feet to the **POINT OF BEGINNING** and containing 0.250 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

STATE OF TEXAS
REGISTERED
JOHN F. WATSON
5493
PROFESSIONAL
LAND SURVEYOR

July 29, 2013

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216

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CASE NO. V-13-014

John F. Watson & Company

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200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404
www.windearthwater.com

TRACT 14

MAGELLAN STREET (TO BE VACATED), **ADOBE MEADOWS, SECTION 1**

LEGAL DESCRIPTION: BEING 0.158 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF MAGELLAN STREET DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.158 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718649.68', E(X) 1755760.82') at the intersection of the east right-of-way line of said Magellan Street with the proposed south line of proposed San Miguel Court for the northwest corner of Lot 15, Block 5 of said Adobe Meadows, Section 1 for the northeast corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 185.00 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along the said north line of said Adobe Meadows, Section 1 a distance of 470.00 feet;

THENCE South 14°27'38" East along the said east line of said Magellan Street a distance of 115.00 feet to a point in the proposed north line of a proposed 20 foot wide alley for the southwest corner of said Lot 15 of said Block 5 of said Adobe Meadows, Section 1 and southeast corner hereof;

THENCE South 75°32'22" West along the said proposed north line of the said proposed 20 foot wide alley a distance of 60.00 feet to a point in the west line of said Magellan Street for the southeast corner Lot 44, Block 1 of said Adobe Meadows, Section 1 and southwest corner hereof;

THENCE North 14°27'38" West along the said west line of said Magellan Street a distance of 115.00 feet to a point in the said proposed south line of said proposed San Miguel Court for the northeast corner of said Lot 44 of said Block 1 of said Adobe Meadows, Section 1 and northwest corner hereof;

THENCE North 75°32'22" East along the said proposed south line of said proposed San Miguel Court a distance of 60.00 feet to the **POINT OF BEGINNING** and containing 0.158 acres of land, more or less.

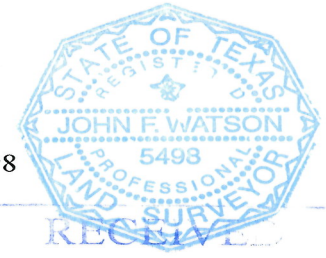
Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

July 29, 2013

JFWCO Job No. 12-0216



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CASE NO. V-13-014 44.31

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS
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www.windearthwater.com

TRACT 15

MAGELLAN STREET (TO BE VACATED), **ADOBE MEADOWS, SECTION 1**

LEGAL DESCRIPTION: BEING 0.158 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF MAGELLAN STREET DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.158 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718809.45', E(X) 1755719.61') at the intersection of the east right-of-way line of said Magellan Street with the proposed south line of a proposed 20 foot wide alley for the northwest corner of Lot 1, Block 5 of said Adobe Meadows, Section 1 and northeast corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 20.00 feet to a point in the north line of said Adobe Meadows, Section 1 and North 75°32'22" East along the said north line of said Adobe Meadows, Section 1 a distance of 470.00 feet;

THENCE South 14°27'38" East along the said east line of said Magellan Street a distance of 115.00 feet to a point in the proposed north line of proposed San Miguel Court for the southwest corner of said Lot 1 of said Block 5 of said Adobe Meadows, Section 1 and southeast corner hereof;

THENCE South 75°32'22" West along the said proposed north line of said proposed San Miguel Court a distance of 60.00 feet to a point in the west line of said Magellan Street for the southeast corner of Lot 58, Block 1 of said Adobe Meadows, Section 1 and southwest corner hereof;

THENCE North 14°27'38" West along the west line of said Magellan Street a distance of 115.00 feet to a point in the said proposed south line of the said proposed 20 foot wide alley for the northeast corner of said Lot 58 of said Block 1 of said Adobe Meadows, Section 1 and northwest corner hereof;

THENCE North 75°32'22" East along the said proposed south line of the said proposed 20 foot wide alley a distance of 60.00 feet to the **POINT OF BEGINNING** and containing 0.158 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

STATE OF TEXAS
REGISTERED
JOHN F. WATSON
5498
PROFESSIONAL
LAND SURVEYOR

July 29, 2013

JFWCO Job No. 12-0216

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John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS
200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404
www.windearthwater.com

TRACT 16

ST. MICHAEL COURT (TO BE VACATED), **ADOBE MEADOWS, SECTION 1**

LEGAL DESCRIPTION: BEING 0.026 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF ST. MICHAEL COURT DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.026 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718789.09', E(X) 1756081.15') in the curving north line of said St. Michael Court and the curving south line of Lot 7, Block 1 of said Adobe Meadows, Section 1 at the intersection of the proposed north line of proposed San Miguel Avenue for the east corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 75°32'22" East a distance of 125.00 feet to a point in the east line of said Adobe Meadows, Section 1 and North 14°27'38" West along the said east line of said Adobe Meadows, Section 1 a distance of 130.00 feet;

THENCE South 75°32'22" West along the said proposed north line of said proposed San Miguel Avenue a distance of 80.00 feet to a point in the curving west line of said St. Michael Court and the curving east line of Lot 5 of said Block 1 of said Adobe Meadows, Section 1 for the west corner hereof;

THENCE along said curving north line of said St. Michael Court turning to the right along an arc length of 92.73 feet, a radius of 50.00 feet, a chord bearing of North 75°32'22" East a distance of 80.00 feet to the **POINT OF BEGINNING** and containing 0.026 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

STATE OF TEXAS
REGISTERED
JOHN F. WATSON
5498
PROFESSIONAL
LAND SURVEYOR

July 29, 2013

JFWCO Job No. 12-0216

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www.windearthwater.com

TRACT 17

ST. MICHAEL COURT (TO BE VACATED), **ADOBE MEADOWS, SECTION 1**

LEGAL DESCRIPTION: BEING 0.026 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF ST. MICHAEL COURT DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.026 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

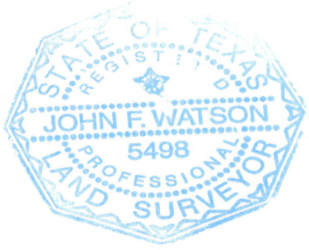
BEGINNING at a point (N(Y) 10718730.99', E(X) 1756096.14') in the curving east line of said St. Michael Court and the curving west line of Lot 9, lock 1 of said Adobe Meadows, Section 1 at the intersection of the proposed south line of proposed San Miguel Avenue for the east corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 75°32'22" East a distance of 125.00 feet to a point in the east line of said Adobe Meadows, Section 1 and North 14°27'38" West along the said east line of said Adobe Meadows, Section 1 a distance of 190.00 feet;

THENCE along the curving south line of said St. Michael Court turning to the right an arc length of 92.73 feet, a radius of 50.00 feet and a chord bearing of South 75°32'22" West a distance of 80.00 feet to a point in the curving north line of Lot 11 of said Block 1 of said Adobe Meadows, Section 1and the proposed north line of said proposed San Miguel Avenue for the west corner hereof;

THENCE North 75°32'22" East along the said proposed north line of said proposed San Miguel Avenue a distance of 80.00 feet to the **POINT OF BEGINNING** and containing 0.026 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

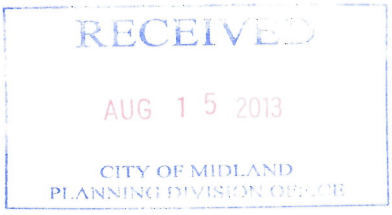
I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.



July 29, 2013

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216



CASE NO. V-13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS
200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404
www.windearthwater.com

TRACT 18

CERRILLOS COURT (TO BE VACATED), **ADOBE MEADOWS, SECTION 1**

LEGAL DESCRIPTION: BEING 0.042 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF CERRILLOS COURT DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.042 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718493.38', E(X) 1756161.64') in the curving north line of said Cerrillos Court and the curving south line of Lot 21, Block 5 of said Adobe Meadows, Section 1at the intersection of the proposed north line of proposed Cerrillos Avenue for the east corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 75°32'25" East a distance of 120.90 feet to a point in the east line of said Adobe Meadows, Section 1 and North 14°27'38" West along the said east line of said Adobe Meadows, Section 1 a distance of 436.47 feet;

THENCE South 75°33'25" West along the said proposed north line of said proposed Cerrillos Avenue a distance of 193.71 feet to a point for the east end of the proposed line connecting the said proposed south line of said proposed Cerrillos Avenue with the proposed east line of proposed Magellan Street for an angle point hereof;

THENCE North 59°27'06" West along the said proposed line connecting the said proposed south line of said proposed Cerrillos Avenue with the said proposed east line of the said proposed Magellan Street a distance of 1.95 feet to a point in the said north line of said Cerrillos Court and the south line of Lot 17 of said Block 5 of said Adobe Meadows, Section 1 for the west corner hereof;

THENCE along the north line of said Cerrillos Court the following two (2) calls:

1. North 75°32'22" East a distance of 107.68 feet to a point for the point of curvature of a curve to the right;
2. Along said curve turning to the right an arc length of 106.36 feet, a radius of 50.00 feet and a chord bearing of North 76°28'50" East a distance of 87.41 feet to the **POINT OF BEGINNING** and containing 0.042 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

STATE OF TEXAS REGISTERED JOHN F. WATSON 5498 PROFESSIONAL LAND SURVEYOR

July 29, 2013

CASE NO. V-13-014

JFWCO Job No. 12-0216

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John F. Watson & Company

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TRACT 19

CERRILLOS COURT (TO BE VACATED), **ADOBE MEADOWS, SECTION 1**

LEGAL DESCRIPTION: BEING 0.015 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF CERRILLOS COURT DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.015 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718432.82', E(X) 1756167.08') in the curving east line of said Cerrillos Court and the curving west line of Lot 23, Block 5 of said Adobe Meadows, Section 1 at the intersection of the proposed south line of proposed Cerrillos Avenue for the east corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 75°32'25" East a distance of 130.75 feet to a point in the east line of said Adobe Meadows, Section 1 and North 14°27'38" West along the said east line of said Adobe Meadows, Section 1 a distance of 496.47 feet;

THENCE along the said curving south line of said Cerrillos Court turning to the right along an arc length of 75.47 feet, a radius of 50.00 feet and a chord bearing of South 75°33'25" West a distance of 68.51 feet to a point in the curving north line of Lot 25 of said Block 5 of said Adobe Meadows, Section 1 and in the said proposed south line of said proposed Cerrillos Avenue for the west corner hereof;

THENCE North 75°32'25" East along the said proposed south line of said proposed Cerrillos Avenue a distance of 68.51 feet to the **POINT OF BEGINNING** and containing 0.015 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JOHN F. WATSON 5498 PROFESSIONAL LAND SURVEYOR

July 29, 2013

JFWCO Job No. 12-0216

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TRACT 20

ALLEY (TO BE VACATED) **BLOCK 5, ADOBE MEADOWS, SECTION 1**

LEGAL DESCRIPTION: BEING 0.099 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN ALLEY ALONG THE EAST SIDE OF LOT 22, THE EAST, SOUTHEAST AND SOUTH SIDE OF LOT 23 AND THE SOUTH SIDE OF LOTS 24, 25, 26 AND 27, BLOCK 5, ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.099 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718465.44', E(X) 1756293.70') at the intersection of the east line of said Adobe Meadows, Section 1 with the proposed south right-of-way line of proposed Cerrillos Avenue for the northeast corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 496.47 feet;

THENCE South 14°27'38" East along the said east line of said Adobe Meadows, Section 1 a distance of 109.72 feet to a point in the proposed north line of a proposed 20 foot wide alley for the southeast corner hereof from which the southeast corner of said Adobe Meadows, Section 1 bears South 14°27'38" East a distance of 13.81 feet;

THENCE South 75°32'22" West along the said proposed north line of said proposed 20 foot wide alley a distance of 329.61 feet to a point in the proposed east right-of-way line of proposed Magellan Street for the southwest corner hereof;

THENCE North 14°27'38" West along the said proposed east line of said proposed Magellan Street a distance of 6.19 feet to a point in the south line of said Lot 27, Block 5 for an ell corner hereof;

THENCE along the south line of said Lots 27, 26, 25 and 24, the south, southeast and east line of said Lot 23 and the east line of said Lot 22, Block 5 the following three (3) calls:

1. North 75°32'22" East a distance of 289.61 feet to a point for an angle point hereof;
2. North 30°32'22" East a distance of 28.28 feet to a point for an angle point hereof;
3. North 14°27'38" West a distance of 83.53 feet to a point in the said proposed south line of said proposed Cerrillos Avenue for an ell corner hereof;

THENCE North 75°33'25" East along the said proposed south line of said proposed Cerrillos Avenue a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 0.099 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS

July 29, 2013

Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216

CASE NO. V-13-014

RECEIVED
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CITY OF MIDLAND
PLANNING DIVISION OFFICE

John F. Watson & Company
PROFESSIONAL LAND SURVEYORS & PLANNERS
200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404
www.windearthwater.com

TRACT 21

SAN FRANCISCO AVENUE (TO BE VACATED), **ADOBE MEADOWS, SECTION 5, AND ALLEY** (TO BE VACATED) **BLOCK 5, ADOBE MEADOWS, SECTION 5**

LEGAL DESCRIPTION: BEING 0.189 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF SAN FRANCISCO AVENUE AND A PART OF THAT CERTAIN ALLEY ALONG THE EAST AND NORTH LINE OF LOT 32, BLOCK 5, ALL DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 5, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET D, PAGE 305 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.189 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718326.52', E(X) 1756512.44') at the intersection of the proposed west line of proposed Baca Street with the north line of said San Francisco Avenue and the south line of Lot 33, Block 5 of Adobe Meadows, Section 4, a subdivision in Midland County, Texas recorded in Cabinet C, Page 182 of said plat records for the most easterly northeast corner hereof from which the northeast corner of Adobe Meadows, Section 1, a subdivision in Midland County, Texas recorded in Cabinet C, Page 170 of said plat records bears South 75°32'22" West a distance of 177.11 feet to a point and North 14°27'38" West a distance of 685.61 feet;

THENCE South 25°00'35" East along the said proposed west line of said proposed Baca Street a distance of 30.10 feet to a point for the north end of the proposed line connecting the said proposed west line of said proposed Baca Street with the proposed north line of proposed San Francisco Avenue for an angle point hereof;

THENCE South 20°03'19" West along said proposed line connecting the said proposed west line of said proposed Baca Street with the said proposed north line of said proposed San Francisco Avenue a distance of 21.19 feet to a point for the south end of the said proposed line connecting the said proposed west line of said proposed Baca Street with the said proposed north line of said proposed San Francisco Avenue for the southeast corner hereof;

THENCE along the said proposed north line of said proposed San Francisco Avenue the following two (2) calls:

1. Along a curve turning to the right an arc length of 41.68 feet, a radius of 270.00 feet and a chord bearing of South 71°08'03" West a distance of 41.64 feet to a point at end of curve;
2. South 75°33'23" West a distance of 443.71 feet to a point for the east end of the proposed line connecting the said proposed south line of said proposed San Francisco Avenue with the proposed east line of proposed Magellan Street and an angle point hereof;

THENCE North 59°27'07" West along the said proposed line connecting the said proposed south line of said proposed San Francisco Avenue with the said proposed east line of said proposed Magellan Street a distance of 8.12 feet to a point in the north line of said San Francisco Avenue and the south line of Lot 28, Block 5 of said Adobe Meadows, Section 3 for the west corner of hereof;

THENCE along the north line of said San Francisco Avenue and the south line of Lots 28 through 32 of said Block 5 of said Adobe Meadows, Section 5 the following two (2) calls:

1. North 75°32'27" East a distance of 281.36 feet to a point for the point of curvature of a curve to the left of and hereof;
2. Along said curve turning to the left an arc length of 18.99 feet, a radius of 534.71 feet and a chord bearing of North 74°31'24" East a distance of 18.99 feet to a point for the southeast corner of said Lot 32 of said Block 5 and an interior corner hereof;

THENCE along the east and north line of said Lot 32 of said Block 5 the following two (2) calls:

1. North 14°27'38" West a distance of 89.66 feet to a point for an angle point hereof;
2. North 59°27'38" West a distance of 19.53 feet to a point in the proposed south line of a proposed 20 foot wide alley and the northwest corner hereof;

THENCE North 75°32'22" East along the said proposed south line of said proposed 20 foot wide alley a distance of 33.81 feet to a point in the west line of Lot 34, Block 5 of said Adobe Meadows, Section 4 and the most northerly northeast corner hereof;

THENCE South 14°27'38" East along the west line of said Lots 34 and 33 of said Block 5 of said Adobe Meadows, Section 4 a distance of 102.39 feet to a point in the said curving north line of said San Francisco Avenue for the southwest corner of said Lot 33 of said Block 5 and an interior corner hereof;

THENCE along the said north line of said San Francisco Avenue and the south line of said Lot 33 of said Block 5 of said Adobe Meadows, Section 4 the following two (2) calls:

1. Along said curve turning to the left an arc length of 148.37 feet, a radius of 534.71 feet and a chord bearing of North 63°24'32" East a distance of 147.89 feet to a point at end of curve;
2. North 55°27'40" East a distance of 34.63 feet to the **POINT OF BEGINNING** and containing 0.189 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

STATE OF TEXAS
REGISTERED
JOHN F. WATSON
5498
PROFESSIONAL
LAND SURVEYOR

July 29, 2013

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216

RECEIVED
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CITY OF MIDLAND
PLANNING DIVISION

CASE NO. V-13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS
200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404
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TRACT 22

GALLOP COURT (TO BE VACATED), **ADOBE MEADOWS, SECTION 5**

LEGAL DESCRIPTION: BEING 0.007 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF GALLOP COURT DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 5, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET D, PAGE 305 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.007 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10717729.62', E(X) 1756368.58') in the curving west line of said Gallop Court and the curving north line of Lot 16, Block 7 of said Adobe Meadows, Section 5 at the intersection of the proposed curving west line of proposed Gallop Court for the south corner hereof from which the northeast corner of Adobe Meadows, Section 1, a subdivision in Midland County, Texas recorded in Cabinet C, Page 170 of said plat records bears North 75°32'22" East a distance of 111.24 feet to a point and North 14°27'38" West a distance of 1227.67 feet;

THENCE along the said curving west line of said Gallop Court along said curve turning to the right an arc length of 68.69 feet, a radius of 50.00 feet and a chord bearing of North 05°41'52" East a distance of 63.41 feet to a point in the curving east line of Lot 15 of said Block 7 of said Adobe Meadows, Section 5 and in the said proposed west line of said proposed Gallop Court for the north corner hereof;

THENCE along said proposed west line of said proposed Gallop Court the following two (2) calls:

1. South 14°21'27" East a distance of 9.16 feet to a point for the point of curvature of a curve to the left;
2. Along said curve turning to the left an arc length of 58.12 feet, a radius of 50.00 feet and a chord bearing of South 08°58'35" West a distance of 54.90 feet to the **POINT OF BEGINNING** and containing 0.007 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

July 29, 2013

JFWCO Job No. 12-0216

STATE OF TEXAS
JOHN F. WATSON
5498
REGISTERED PROFESSIONAL LAND SURVEYOR

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CITY OF MIDLAND
PLANNING DEPARTMENT

CASE NO. V-13-04

John F. Watson & Company

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TRACT 23

GALLOP COURT (TO BE VACATED), **ADOBE MEADOWS, SECTION 5**

LEGAL DESCRIPTION: BEING 0.002 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF GALLOP COURT DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 5, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET D, PAGE 305 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.002 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10717777.93', E(X) 1756455.76') in the curving northeast line of said Gallop Court and the curving southwest line of Lot 18, Block 7 of said Adobe Meadows, Section 5 at the intersection of the proposed curving northeast line of proposed Gallop Court for the east corner hereof from which the northeast corner of Adobe Meadows, Section 1, a subdivision in Midland County, Texas recorded in Cabinet C, Page 170 of said plat records bears North 75°32'22" East a distance of 14.76 feet to a point and North 14°27'38" West a distance of 1202.67 feet;

THENCE along the proposed northeast and east line of said proposed Gallop Court the following two (2) calls:

1. Along said curve turning to the left an arc length of 32.63 feet, a radius of 48.01 feet and a chord bearing of North 52°19'33" West a distance of 32.00 feet to a point at end of curve;
2. North 14°21'26" West a distance of 6.44 feet to a point in the curving northeast line of said Gallop Court and the said curving southwest line of said Lot 18 of said Block 7 for the west corner hereof;

THENCE along the said curving northeast line of said Gallop Court along said curve turning to the right an arc length of 38.17 feet, a radius of 51.28 feet and a chord bearing of South 46°13'25" East a distance of 37.29 feet to the **POINT OF BEGINNING** and containing 0.002 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

STATE OF TEXAS
REGISTERED
JOHN F. WATSON
5498
PROFESSIONAL
LAND SURVEYOR

July 29, 2013

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216

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PLANNING DIVISION OFFICE

CASE NO. 44.42

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS
200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404
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TRACT 24

BACA STREET (TO BE VACATED), **ADOBE MEADOWS, SECTION 5**

LEGAL DESCRIPTION: BEING 0.103 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF BACA STREET DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 5, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET D, PAGE 305 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.103 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718218.83', E(X) 1756560.02') in the west right-of-way line of said Baca Street and the east line of Lot 25, Block 7 of said Adobe Meadows, Section 5 at the intersection of the proposed line connecting the proposed curving south line of proposed San Francisco Avenue with the proposed west line of proposed Baca Street for the northwest corner hereof from which the northeast corner of Adobe Meadows, Section 1, a subdivision in Midland County, Texas recorded in Cabinet C, Page 170 of said plat records bears South 75°32'22" West a distance of 196.30 feet to a point and North 14°27'38" West a distance of 801.77 feet;

THENCE South 69°57'24" East along the said proposed line connecting the said proposed curving south line of said proposed San Francisco Avenue with the said proposed west line of said proposed Baca Street a distance of 3.41 feet to a point for the east end of said proposed line connecting the said proposed curving south line of said proposed San Francisco Avenue with the said proposed west line of said proposed Baca Street for an angle point hereof;

THENCE along the said proposed west line of said proposed Baca Street the following three (3) calls:

1. South 25°00'35" East a distance of 15.48 feet to a point for the point of curvature of a curve to the right;
2. Along said curve turning to the right an arc length of 50.23 feet, a radius of 270.00 feet and a chord bearing of South 19°40'50" East a distance of 50.15 feet to a point at end of curve and hereof;
3. South 14°21'04" East a distance of 392.58 feet to a point for the north end of the proposed line connecting the said proposed west line of said proposed Baca Street with the north line of Mockingbird Lane for an angle point hereof;

THENCE South 30°36'58" West along the said proposed line connecting the said proposed west line of said proposed Baca Street with the said north line of said Mockingbird Lane a distance of 13.86 feet to a point in the said west line of said Baca Street and the east line of Lot 32 of said Block 7 of said Adobe Meadows, Section 5 for the south corner hereof;

THENCE North 14°24'59" West along the said west line of said Baca Street a distance of 469.46 feet to the **POINT OF BEGINNING** and containing 0.103 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216

STATE OF TEXAS
REGISTERED
JOHN F. WATSON
5498
PROFESSIONAL
LAND SURVEYOR

July 29, 2013

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PLANNING DIVISION OFFICE

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TRACT 25

BACA CIRCLE (TO BE VACATED), **ADOBE MEADOWS, SECTION 4**

LEGAL DESCRIPTION: BEING 0.007 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF BACA CIRCLE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.007 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718378.85', E(X) 1756477.41') at the intersection of the proposed south line of a proposed 20 foot wide alley with the curving west right-of-way line of said Baca Circle and the curving east line of Lot 33, Block 5 of said Adobe Meadows, Section 4 for the northwest corner hereof from which the northwest corner of said Adobe Meadows, Section 4 bears South 75°32'22" West a distance of 156.26 feet to a point in the west line of said Adobe Meadows, Section 4 and North 14°27'38" West along the said west line of said Adobe Meadows, Section 4 a distance of 626.19 feet;

THENCE North 75°32'22" East along the said proposed south line of the said proposed 20 foot wide alley a distance of 10.72 feet to a point in the proposed curving west line of proposed Baca Street for the northeast corner hereof;

THENCE with said proposed west line of said proposed Baca Street the following two (2) calls:

1. Along said curve turning to the left an arc length of 24.58 feet, a radius of 330.00 feet and a chord bearing of South 22°52'34" East a distance of 24.58 feet to a point at end of curve and hereof;
2. South 25°00'35" East a distance of 32.32 feet to a point in the west line of said Baca Circle and the east line of said Lot 33 of said Block 5 of said Adobe Meadows, Section 4 for the south corner hereof;

THENCE along said west line of said Baca Circle the following two (2) calls:

1. North 34°32'25" West a distance of 38.45 feet to a point for the point of curvature of a curve to the right and hereof;
2. Along said curve turning to the right an arc length of 21.18 feet, a radius of 877.31 feet and a chord bearing of North 33°50'55" West a distance of 21.18 feet to the **POINT OF BEGINNING** and containing 0.007 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

STATE OF TEXAS
REGISTERED
JOHN F. WATSON
5498
PROFESSIONAL
LAND SURVEYOR

July 29, 2013

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

RECEIVED
AUG 15 2013
CITY OF MIDLAND

CASE NO. V-13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS
200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404
www.windearthwater.com

TRACT 26

ALLEY (TO BE VACATED) **BLOCK 5, ADOBE MEADOWS, SECTION 1**

LEGAL DESCRIPTION: BEING 0.058 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN ALLEY ALONG THE EAST SIDE OF LOTS 21 AND 22, BLOCK 5, ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.058 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718523.54', E(X) 1756278.72') at the intersection of the east line of said Adobe Meadows, Section 1 with the proposed north right-of-way line of proposed Cerrillos Avenue for the southeast corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 436.47 feet;

THENCE South 75°33'25" West along the said proposed north line of said proposed Cerrillos Avenue a distance of 20.00 feet to a point in the east line of said Lot 22, Block 5 for the southwest corner hereof;

THENCE along the east line of said Lots 22 and 21, Block 5 the following two (2) calls:

1. North 14°27'38" West a distance of 96.47 feet to a point for an angle point hereof;
2. North 59°27'38" West a distance of 28.28 feet to a point in the proposed south line of a proposed 20 foot wide alley for an angle point in the north line of said Lot 21 and the northwest corner hereof;

THENCE North 75°32'22" East along the said proposed south line of said proposed 20 foot wide alley a distance of 40.00 feet to a point in the east line of said Adobe Meadows, Section 1 for the northeast corner hereof;

THENCE South 14°27'38" East along the said line of said Adobe Meadows, Section 1 a distance of 116.47 feet to the **POINT OF BEGINNING** and containing 0.058 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

July 29, 2013

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216

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CITY OF MIDLAND
PLANNING DIVISION OFFICE

CASE NO. V-13-014 44.46

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS
200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404
www.windearthwater.com

TRACT 27

ALLEY (TO BE VACATED) **BLOCK 5, ADOBE MEADOWS, SECTION 1**

LEGAL DESCRIPTION: BEING 0.055 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN ALLEY ALONG THE EAST SIDE OF LOTS 8 AND 9, BLOCK 5, ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.055 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718762.20', E(X) 1756217.17') at the intersection of the east line of said Adobe Meadows, Section 1 with the proposed south right-of-way line of proposed San Miguel Avenue for the northeast corner hereof from which the northeast corner of said Adobe Meadows, Section 1 bears North 14°27'38" West a distance of 190.00 feet;

THENCE South 14°27'38" East along the east line of said Adobe Meadows, Section 1 a distance of 110.00 feet to a point in the proposed north line of a proposed 20 foot wide alley for the southeast corner hereof;

THENCE South 75°32'22" West along the proposed north line of the said proposed 20 foot wide alley a distance of 40.00 feet to a point for the southeast corner of said Lot 9, Block 5 and the southwest corner hereof;

THENCE along the east line of said Lots 9 and 8, Block 5 the following two (2) calls:

1. North 30°32'22" East a distance of 28.28 feet to a point for an angle point hereof;
2. North 14°27'38" West a distance of 90.00 feet to a point in the proposed south line of said proposed San Miguel Avenue for the northwest corner of hereof;

THENCE North 75°32'22" East along the proposed south line of said proposed San Miguel Avenue a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 0.055 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

STATE OF TEXAS REGISTERED JOHN F. WATSON 5498 PROFESSIONAL LAND SURVEYOR

July 29, 2013

JFWCO Job No. 12-0216

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CITY OF MIDLAND
PLANNING DIVISION OFFICE

CASE NO. V-13-014 44.47

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS
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www.windearthwater.com

TRACT 28

ALLEY (TO BE VACATED) **BLOCK 5, ADOBE MEADOWS, SECTION 1 AND ADOBE MEADOWS, SECTION 4**

LEGAL DESCRIPTION: BEING 0.060 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN ALLEY ALONG THE EAST SIDE OF LOTS 7 AND 8, BLOCK 5, ADOBE MEADOWS, SECTION 1, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 170 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS AND A PORTION OF THAT CERTAIN ALLEY ALONG THE NORTHWEST SIDE OF LOT 42, BLOCK 5, ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF SAID PLAT RECORDS, SAID 0.060 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718907.45', E(X) 1756179.72') in the common line between said Adobe Meadows, Section 1 and said Adobe Meadows, Section 4 for the southwest corner of said Lot 42, Block 5 and an angle point hereof from which the northerly common corner of said Adobe Meadows, Section 1 and said Adobe Meadows, Section 4 bears North 14°27'38" West a distance of 40.00 feet;

THENCE South 14°27'38" East along the common line between said Adobe Meadows, Section 1 and said Adobe Meadows, Section 4 a distance of 90.00 feet to a point in the proposed north right-of-way line of San Miguel Avenue for the southeast corner hereof;

THENCE South 75°32'22" West along the said proposed north line of said proposed San Miguel Avenue a distance of 20.00 feet to a point in the east line of said Lot 8, Block 5 for the southwest corner hereof;

THENCE along the east line of said Lot 8 and the east and northeast line of said Lot 7, Block 5 the following two (2) calls:

1. North 14°27'38" West a distance of 90.00 feet to a point for an angle point hereof;
2. North 59°27'38" West a distance of 28.28 feet to a point in the proposed south line of a proposed 20 foot wide alley for the northwest corner hereof;

THENCE North 75°32'22" East along the said proposed south line of said proposed 20 foot wide alley a distance of 60.00 feet to a point for the northwest corner of said Lot 42, Block 5 and the northeast corner hereof;

THENCE South 30°32'22" West along the west line of said Lot 42, Block 5 a distance of 28.28 feet to the **POINT OF BEGINNING** and containing 0.060 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

STATE OF TEXAS
REGISTERED
JOHN F. WATSON
5498
PROFESSIONAL
LAND SURVEYOR

July 29, 2013

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216

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CASE NO. V-13-014

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200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404
www.windearthwater.com

TRACT 29

BACA CIRCLE (TO BE VACATED), **ADOBE MEADOWS, SECTION 4**

LEGAL DESCRIPTION: BEING 0.026 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF BACA CIRCLE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.026 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718845.26', E(X) 1756298.99') at the intersection of the proposed north right-of-way line of proposed San Miguel Avenue with the curving west right-of-way line of said Baca Circle and the curving east line of Lot 52, Block 5 of said Adobe Meadows, Section 4 for the west corner hereof from which the northwest corner of said Adobe Meadows, Section 4 bears South 75°32'22" West a distance of 99.97 feet to a point in the west line of said Adobe Meadows, Section 4 and North 14°27'38" West along the said west line of said Adobe Meadows, Section 4 a distance of 130.00 feet;

THENCE along said curving north right-of-way line of said Baca Circle along said curve turning to the right an arc length of 92.73 feet, a radius of 50.00 feet and a chord bearing of North 75°32'22" East a distance of 80.00 feet to a point in the said proposed north line of said proposed San Miguel Avenue for the end of curve of said Baca Circle for the most southerly corner of Lot 54 of said Block 5 and the east corner hereof;

THENCE South 75°32'22" West along the said proposed north line of said proposed San Miguel Avenue a distance of 80.00 feet to the **POINT OF BEGINNING** and containing 0.026 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

STATE OF TEXAS REGISTERED JOHN F. WATSON 5498 PROFESSIONAL LAND SURVEYOR

July 29, 2013

JFWCO Job No. 12-0216

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TRACT 30

BACA CIRCLE (TO BE VACATED), **ADOBE MEADOWS, SECTION 4**

LEGAL DESCRIPTION: BEING 0.138 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF BACA CIRCLE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.138 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718787.16, E(X) 1756313.98') at the intersection of the proposed south right-of-way line of proposed San Miguel Avenue with the curving west right-of-way line of said Baca Circle and the curving north line of Lot 40, Block 5 of said Adobe Meadows, Section 4 for the northwest corner hereof from which the northwest corner of said Adobe Meadows, Section 4 bears South 75°32'22" West a distance of 99.97 feet to a point in the west line of said Adobe Meadows, Section 4 and North 14°27'38" West along the said west line of said Adobe Meadows, Section 4 a distance of 190.00 feet;

THENCE North 75°32'22" East along the said proposed south line of said proposed San Miguel Avenue a distance of 50.03 feet to a point for the west end of the proposed right-of-way line connecting the said proposed south line of said proposed San Miguel Avenue with the proposed west right-of-way line of proposed Baca Street for an angle point hereof;

THENCE South 59°27'38" East along the said proposed line connecting the said proposed south line of said proposed San Miguel Avenue with the said proposed west line of said proposed Baca Street a distance of 21.21 feet to a point at the east end of said proposed line connecting the said proposed south line of said proposed San Miguel Avenue with the said proposed west line of said proposed Baca Street for an angle point hereof;

THENCE South 14°27'38" East along said proposed west line of said proposed Baca Street a distance of 95.00 feet to a point in the proposed north line of a proposed 20 foot wide alley for the southeast corner hereof;

THENCE South 75°32'22" West along said proposed north line of said proposed 20 foot wide alley a distance of 55.03 feet to a point in the west line of said Baca Circle and the east line of Lot 39 of said Block 5 of said Adobe Meadows, Section 4 for the southwest corner hereof;

THENCE North 14°27'38" West along the west line of said Baca Circle a distance of 100.00 feet to a point for the point of curvature of a curve to the right of said Baca Circle and hereof;

THENCE along said curving west line of Baca Circle along said curve turning to the right an arc length of 14.19 feet, a radius of 50.00 feet and a chord bearing of North 59°27'38" West a distance of 14.14 feet to the **POINT OF BEGINNING** and containing 0.138 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216

July 29, 2013

CASE NO. V-13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

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TRACT 31

BACA CIRCLE (TO BE VACATED), **ADOBE MEADOWS, SECTION 4**

LEGAL DESCRIPTION: BEING 0.141 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF BACA CIRCLE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.141 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718552.16', E(X) 1756389.85') at the intersection of the proposed north right-of-way line of proposed Cerrillos Avenue with the curving west right-of-way line of said Baca Circle and the curving east line of Lot 36, Block 5 of said Adobe Meadows, Section 4 for the southwest corner hereof from which the northwest corner of said Adobe Meadows, Section 4 bears South 75°32'25" West a distance of 114.76 feet to a point in the west line of said Adobe Meadows, Section 4 and North 14°27'38" West along the said west line of said Adobe Meadows, Section 4 a distance of 436.47 feet;

THENCE along said west right-of-way line of said Baca Circle the following two (2) calls:

1. Along said curve turning to the right with an arc length of 91.71 feet, a radius of 877.31 feet and a chord bearing of North 17°27'18" West a distance of 91.66 feet to a point at end of curve of said Baca Circle;
2. North 14°27'38" West a distance of 24.97 feet to a point in the east line of Lot 38 of said Block 5 of said Adobe Meadows, Section 4 and in the proposed south line of a proposed 20 foot wide alley for the northwest corner hereof;

THENCE North 75°32'22" East along the said proposed south line of said proposed 20 foot wide alley a distance of 55.03 feet to a point in the proposed west line of proposed Baca Street for the northeast corner hereof;

THENCE South 14°27'38" East along the said proposed west line of said proposed Baca Street a distance of 101.52 feet to a point for the north end of the line connecting the said proposed west line of said proposed Baca Street with the said proposed north line of said proposed Cerrillos Avenue for an angle point hereof;

THENCE South 30°32'54" West along said proposed line connecting the said proposed west line of said proposed Baca Street with the said proposed north line of said proposed Cerrillos Avenue a distance of 21.21 feet to a point for the south end of said proposed line connecting the said proposed west line of said proposed Baca Street with the said proposed north line of said proposed Cerrillos Avenue for an angle point hereof;

THENCE South 75°33'25" West along the said proposed north line of said proposed Cerrillos Avenue a distance of 35.24 feet to the **POINT OF BEGINNING** and containing 0.141 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

July 29, 2013

JFWCO Job No. 12-0216

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CITY OF MIDLAND
PLANNING DIVISION OFFICE

CASE NO. V-13-014

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www.windearthwater.com

TRACT 32

BACA CIRCLE (TO BE VACATED), **ADOBE MEADOWS, SECTION 4**

LEGAL DESCRIPTION: BEING 0.072 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF BACA CIRCLE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.072 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718496.15', E(X) 1756412.97') at the intersection of the proposed south right-of-way line of proposed Cerrillos Avenue with the curving west right-of-way line of said Baca Circle and the curving east line of Lot 36, Block 5 of said Adobe Meadows, Section 4 for the northwest corner hereof from which the northwest corner of said Adobe Meadows, Section 4 bears South 75°32'25" West a distance of 123.16 feet to a point in the west line of said Adobe Meadows, Section 4 and North 14°27'38" West along the said west line of said Adobe Meadows, Section 4 a distance of 496.47 feet;

THENCE North 75°33'25" East along the said proposed north line of said proposed Cerrillos Avenue a distance of 26.84 feet to a point for the west end of the proposed line connecting the proposed north line of said proposed Cerrillos Avenue with the proposed west line of proposed Baca Street for an angle point hereof;

THENCE South 59°27'06" East along the said proposed line connecting the said proposed north line of said proposed Cerrillos Avenue with the said proposed west line of said proposed Baca Street a distance of 21.22 feet to a point for the east end of said proposed line connecting the said proposed north line of said proposed Cerrillos Avenue with the said proposed west line of said proposed Baca Street for an angle point hereof;

THENCE along the said proposed west line of said proposed Baca Street the following two (2) calls:

1. South 14°27'38" East a distance of 78.56 feet to a point for the point of curvature of a curve to the left of said Baca Circle;
2. Along said curve turning to the left an arc length of 16.11 feet, a radius of 330.00 feet and a chord bearing of South 15°51'34" East a distance of 16.11 feet to a point in the proposed north line of a proposed 20 foot wide alley for the southeast corner hereof;

THENCE South 75°32'22" West along the said proposed north line of the said proposed 20 foot wide alley a distance of 15.63 feet to a point in the said curving west line of said Baca Circle and the curving east line of Lot 34 of said Block 5 of said Adobe Meadows, Section 4 for the southwest corner hereof;

THENCE along said curving west line of said Baca Circle along said curve turning to the right an arc length of 112.94 feet, a radius of 877.31 feet and a chord bearing of North 28°05'43" West a distance of 112.86 feet to the **POINT OF BEGINNING** and containing 0.072 acres of land, more or less.

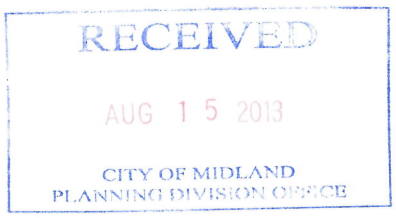
Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

July 29, 2013

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216



CASE NO. V-13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS
200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404
www.windearthwater.com

TRACT 33

SAN FRANCISCO AVENUE (TO BE VACATED), **ADOBE MEADOWS, SECTION 5,**

LEGAL DESCRIPTION: BEING 0.111 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF SAN FRANCISCO AVENUE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 5, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET D, PAGE 305 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.111 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718361.01', E(X) 1756562.56') at the intersection of the proposed east line of proposed Baca Street with the north line of said San Francisco Avenue and the south line of Lot 5, Block 9, Adobe Meadows, Section 4, a subdivision in Midland County, Texas recorded in Cabinet C, Page 182 of said plat records for the northwest corner hereof from which the northeast corner of Adobe Meadows, Section 1, a subdivision in Midland County, Texas recorded in Cabinet C, Page 170 of said plat records bears South 75°32'22" West a distance of 234.26 feet to a point and North 14°27'38" West a distance of 664.73 feet;

THENCE along the north line of said San Francisco Avenue and the south line of Lots 5 and 6 of said Block 9 of said Adobe Meadows, Section 4 the following two (2) calls:

1. North 55°27'21" East a distance of 34.72 feet to a point for the point of curvature of a curve to the right:
2. Along said curve turning to the right an arc length of 76.73 feet, a radius of 594.83 feet and a chord bearing of North 59°09'35" East a distance of 76.68 feet to a point in the proposed west line of a proposed 20 foot wide alley for the northeast corner hereof;

THENCE South 25°04'08" East along the said proposed west line of said proposed 20 foot wide alley a distance of 39.49 feet to a point in the proposed north line of proposed San Francisco Avenue for the southeast corner hereof;

THENCE South 54°02'43" West along the said proposed northwest line of said proposed San Francisco Avenue a distance of 97.61 feet to a point for the east end of the proposed line connecting the said proposed northwest line of said proposed San Francisco Avenue with the said proposed east line of said proposed Baca Street for an angle point hereof;

THENCE North 75°28'56" West along the said proposed line connecting the said proposed northwest line of said proposed San Francisco Avenue with the said proposed east line of said proposed Baca Street a distance of 19.09 feet to a point for the west end of said proposed line connecting the said proposed northwest line of said proposed San Francisco Avenue with the said proposed east line of said proposed Baca Street for an angle point hereof;

THENCE North 25°00'35" West along the said proposed east line of said proposed Baca Street a distance of 32.33 feet to the **POINT OF BEGINNING** and containing 0.111 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216

STATE OF TEXAS
REGISTERED
JOHN F. WATSON
5498
PROFESSIONAL
LAND SURVEYOR

July 29, 2013

RECEIVED
AUG 15 2013
CITY OF MIDLAND
PLANNING DIVISION OFFICE

CASE NO. V-13-014

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS
200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404
www.windearthwater.com

TRACT 34

ALLEY (TO BE VACATED) **BLOCK 8, ADOBE MEADOWS, SECTION 5**

LEGAL DESCRIPTION: BEING 0.134 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN ALLEY ALONG THE EAST LINE OF LOTS 1, 2, 3, 4, 5, 6 AND 7, BLOCK 8, ADOBE MEADOWS, SECTION 5, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET D, PAGE 305 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.134 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718190.73', E(X) 1756737.61') at the intersection of the east line of said Lot 7 of said Block 8 with the proposed south line of a proposed alley for the northwest corner hereof from which the northeast corner of Adobe Meadows, Section 1, a subdivision in Midland County, Texas recorded in Cabinet C, Page 170 of said plat records bears South 75°32'22" West a distance of 361.24 feet to a point and North 14°27'38" West a distance of 873.32 feet;

THENCE South 59°23'02" East along the said proposed south line of the said proposed alley a distance of 20.94 feet to a point for an angle point hereof;

THENCE South 14°24'59" East along the said proposed west line of the said proposed alley a distance of 388.43 feet to a point in the south line of said Adobe Meadows, Section 5 for the southwest corner of said proposed alley and southeast corner hereof;

THENCE South 75°34'58" West along the south line of said Adobe Meadows, Section 5 a distance of 14.80 feet to a point for the southeast corner of said Lot 1 of said Block 8 and the southwest corner hereof;

THENCE North 14°24'59" West along the east line of said Lots 1, 2, 3, 4, 5, 6 and 7 of said Block 8 a distance of 403.24 feet to the **POINT OF BEGINNING** and containing 0.134 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

STATE OF TEXAS REGISTERED JOHN F. WATSON 5498 PROFESSIONAL LAND SURVEYOR

July 29, 2013

JFWCO Job No. 12-0216

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CASE NO. V-13-44.59

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS
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www.windearthwater.com

TRACT 35

SAN FRANCISCO AVENUE (TO BE VACATED), **ADOBE MEADOWS, SECTION 3, ALLEY** (TO BE VACATED) **BLOCK 8, ADOBE MEADOWS, SECTION 3, 50' DRAINAGE R.O.W.** (TO BE VACATED) **BLOCK 8, ADOBE MEADOWS, SECTION 3 AND ALLEY** (TO BE VACATED) **BLOCK 8, ADOBE MEADOWS, SECTION 5**

LEGAL DESCRIPTION: BEING 0.344 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF SAN FRANCISCO AVENUE, A PART OF THAT CERTAIN ALLEY ALONG THE WEST, SOUTHWEST AND SOUTH LINE OF LOT 10, BLOCK 8, THE SOUTH LINE OF LOTS 11, 12, 13, 14 AND 15, BLOCK 8, THE SOUTH AND SOUTHEAST LINE OF LOT 16, BLOCK 8 AND THAT CERTAIN 50 FOOT DRAINAGE R.O.W. BETWEEN SAID LOTS 13 AND 14, BLOCK 8, ALL DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 3, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 178 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS AND A PART OF THAT CERTAIN ALLEY ALONG THE EAST LINE OF LOTS 8 AND 9, BLOCK 8 DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 5, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET D, PAGE 305 OF SAID PLAT RECORDS; SAID 0.344 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718330.41', E(X) 1756701.70') in the east line of said Lot 9 of said Block 8 at the intersection of the proposed southeast line of proposed San Francisco Avenue for the northwest corner hereof from which the northeast corner of Adobe Meadows, Section 1, a subdivision in Midland County, Texas recorded in Cabinet C, Page 170 of said plat records bears South 75°32'22" West a distance of 361.36 feet to a point and North 14°27'38" West a distance of 729.10 feet;

THENCE North 54°02'43" East along the said proposed southeast line of said proposed San Francisco Avenue a distance of 21.50 feet to a point in the west line of said Lot 10 of said Block 8 for an ell corner hereof;

THENCE along the west and south line of said Lot 10 of said Block 8 the following two (2) calls:

1. South 14°24'59" East a distance of 35.35 feet to a point for an angle point hereof;
2. South 59°24'59" East a distance of 28.28 feet to a point for an angle point hereof;

THENCE North 75°35'01" East along the south line of said Lots 10, 11, 12 and 13 of said Block 8 a distance of 275.07 feet to a point for the southeast corner of said Lot 1, the southwest corner of said 50 foot drainage r.o.w. and an interior corner hereof;

THENCE North 14°24'59" West along the east line of said Lot 13 of said Block 8 and the west line of said 50 foot drainage r.o.w. a distance of 100.12 feet to a point in the south line of said San Francisco Avenue for the northeast corner of said Lot 13 and the northwest corner of said 50 foot drainage r.o.w. and an interior corner hereof;

THENCE South 75°32'26" West along the north line of said Lots 13, 12, 11 and 10 of said Block 8 and the said south line of said San Francisco Avenue a distance of 156.33 feet to a point in the curving south line of said proposed San Francisco Avenue for a west corner hereof;

THENCE along the said proposed south line of said proposed San Francisco Avenue the following two (2) calls:

1. Along said curve turning to the right an arc length of 29.69 feet, a radius of 270.00 feet and a chord bearing of North 72°21'34" East a distance of 29.67 feet to a point at end of curve;
2. North 75°30'33" East a distance of 379.41 feet to a point in the proposed southwest line of a proposed 20 foot wide alley for an angle point hereof;

THENCE South 44°34'22" East along said proposed southwest line of said proposed 20 foot wide alley a distance of 2.14 feet to a point for the northeast corner of said Lot 16 of said Block 8 and a southeast corner hereof;

THENCE South 75°32'26" West along the north line of said Lots 16, 15 and 14 of said Block 8 and the said south line of said San Francisco Avenue a distance of 203.78 feet to a point for the northwest corner of said Lot 14 of said Block 8, the northeast corner of said 50 foot drainage r.o.w. and an interior corner hereof;

THENCE South 14°24'59" East along the west line of said Lot 14 of said Block 8 and the east line of said 50 foot drainage r.o.w. a distance of 100.16 feet to a point for the southwest corner of said Lot 14 of said Block 8, the southeast corner of said 50 foot drainage r.o.w. and an interior corner hereof;

THENCE North 75°35'01" East along the south line of said Lots 14, 15 and 16 of said Block 8 a distance of 242.06 feet to a point for the southeast corner of said Lot 16 of said Block 8 for an angle point hereof;

THENCE North 15°30'19" East along the east line of said Lot 16 of said Block 8 a distance of 19.95 feet to a point in the said proposed southwest line of said proposed 20 foot wide alley for the east corner of said Lot 16 of said Block 8 and a north corner hereof;

THENCE South 44°34'22" East along the said proposed southwest line of the said proposed 20 foot wide alley a distance of 9.86 feet to a point for an angle point in said proposed alley and an angle point hereof;

THENCE along the west, north and northwest line of said proposed alley the following four (4) calls:

1. South 15°32'26" West a distance of 19.93 feet for an angle point hereof;
2. South 75°39'14" West a distance of 422.30 feet to a point for the point of curvature of a curve to the left;
3. Along said curve turning to the left an arc length of 60.34 feet, a radius of 160.00 feet and a chord bearing of South 64°50'59" West a distance of 59.99 feet to a point at end of curve;
4. South 54°02'43" West a distance of 2.30 feet to a point in a south line of said Adobe Meadows, Section 3 for an angle point hereof;

THENCE along a south and east line of said Adobe Meadows, Section 3 the following three (3) calls:

1. South 75°35'01" West a distance of 88.71 feet to a point for an angle point hereof;
2. South 30°35'04" West a distance of 28.28 feet to a point for an angle point hereof;
3. South 14°24'59" East a distance of 22.91 feet to a point in the proposed northwest line of a proposed alley for an ell corner hereof;

THENCE South 54°02'43" West along said proposed northwest line of said proposed alley a distance of 21.50 feet to a point in the east line of said Lot 8 of said Block 8 for the southwest corner hereof;

THENCE North 14°24'59" West along the east line of said Lots 8 and 9 of said Block 8 a distance of 118.26 feet to the **POINT OF BEGINNING** and containing 0.344 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216

July 29, 2013

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CASE NO. V-13-014

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PROFESSIONAL LAND SURVEYORS & PLANNERS
200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404
www.windearthwater.com

TRACT 36

SAN FRANCISCO AVENUE (TO BE VACATED), **ADOBE MEADOWS, SECTION 3**
SAN FRANCISCO AVENUE (TO BE VACATED), **ADOBE MEADOWS, SECTION 5**

LEGAL DESCRIPTION: BEING 0.061 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF SAN FRANCISCO AVENUE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 3, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 178 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS AND A PART OF SAN FRANCISCO AVENUE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 5, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET D, PAGE 305 OF SAID PLAT RECORDS; SAID 0.061 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718396.17', E(X) 1756690.17') at the intersection of the proposed east line of a proposed 20 foot wide alley with the proposed north line of proposed San Francisco Avenue for the southwest corner hereof from which the northeast corner of Adobe Meadows, Section 1, a subdivision in Midland County, Texas recorded in Cabinet C, Page 170 of said plat records bears South 75°32'22" West a distance of 366.60 feet to a point and North 14°27'38" West a distance of 662.55 feet;

THENCE North 25°00'35" West along the said proposed east line of said proposed 20 foot wide alley and a distance of 36.04 feet to a point in the curving north line of said San Francisco Avenue for the northwest corner hereof;

THENCE along the said north line of said San Francisco Avenue the following two (2) calls:

1. Along said curve turning to the right an arc length of 111.74 feet, a radius of 594.83 feet and a chord bearing of North 70°09'17" East a distance of 111.57 feet to a point at end of curve;
2. North 75°32'51" East a distance of 46.16 feet to a point in the proposed curving north line of said proposed San Francisco Avenue for the east corner hereof;

THENCE along the said proposed north line of said proposed San Francisco Avenue the following two (2) calls:

1. Along said curve turning to the left an arc length of 91.09 feet, a radius of 330.00 feet and a chord bearing of South 61°57'10" West a distance of 90.80 feet to a point at end of curve and hereof;
2. South 54°02'43" West a distance of 67.05 feet to the **POINT OF BEGINNING** and containing 0.061 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

STATE OF TEXAS
REGISTERED
JOHN F. WATSON
5498
PROFESSIONAL
LAND SURVEYOR

July 29, 2013

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

JFWCO Job No. 12-0216

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John F. Watson & Company

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www.windearthwater.com

TRACT 37

ALLEY (TO BE VACATED) **BLOCK 9, ADOBE MEADOWS, SECTION 4**

LEGAL DESCRIPTION: BEING 0.009 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN ALLEY ALONG THE NORTH LINE OF LOTS 7, 8, 9 AND 10, BLOCK 9 AND THE SOUTH LINE OF LOTS 11 AND 12, BLOCK 9, ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.009 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718608.04', E(X) 1756880.85') at the intersection of the proposed southwest right-of-way line of proposed San Miguel Avenue with the proposed south line of a proposed 20 foot wide alley for the northeast corner hereof from which the northwest corner of said Adobe Meadows, Section 4 bears South 75°32'22" West a distance of 604.15 feet to a point in the west line of said Adobe Meadows, Section 4 and North 14°27'38" West along the said west line of said Adobe Meadows, Section 4 a distance of 505.00 feet;

THENCE South 44°34'22" East along the said proposed southwest line of said proposed San Miguel Avenue a distance of 1.90 feet to a point in the north line of said Lot 10 of said Block 9 for the southeast corner hereof;

THENCE South 75°32'18" West along the north line of said Lots 10, 9, 8 and 7 of said Block 9 a distance of 231.76 feet to a point in the proposed east line of a proposed alley for the southwest corner hereof;

THENCE North 30°32'22" East along the said proposed east line of said proposed alley a distance of 2.34 feet to a point for an angle point in said proposed alley for the northwest corner hereof;

THENCE North 75°32'22" East along the said proposed north line of the said proposed alley a distance of 229.15 feet to the **POINT OF BEGINNING** and containing 0.009 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

STATE OF TEXAS
REGISTERED
JOHN F WATSON
5498
PROFESSIONAL
LAND SURVEYOR

July 29, 2013

JFWCO Job No. 12-0216

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CASE NO. V-13014
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John F. Watson & Company

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TRACT 38

ALLEY (TO BE VACATED) **BLOCK 9, ADOBE MEADOWS, SECTION 4**

LEGAL DESCRIPTION: BEING 0.140 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN ALLEY ALONG THE EAST SIDE OF LOTS 2 AND 3 BLOCK 9, THE EAST AND SOUTHEAST LINE OF LOT 4, BLOCK 9, THE NORTHWEST AND NORTH LINE OF LOT 5, BLOCK 9, THE NORTH LINE OF LOT 6, BLOCK 9, THE SOUTHWEST AND WEST LINE OF LOT 12, BLOCK 9 AND THE WEST LINE OF LOT 13, BLOCK 9, ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.140 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718508.75', E(X) 1756514.89') at the intersection of the proposed west right-of-way line of proposed Baca Street with the southeast line of said Lot 4 of said Block 9 for an ell corner hereof from which the northwest corner of said Adobe Meadows, Section 4 bears South 75°32'22" West a distance of 225.00 feet to a point in the west line of said Adobe Meadows, Section 4 and North 14°27'38" West along the said west line of said Adobe Meadows, Section 4 a distance of 509.76 feet;

THENCE along the said southeast and east line of said Lot 4 of said Block 9 and the east line of said Lots 2 and 3 of said Block 9 the following three (3) calls:

1. North 55°27'36" East a distance of 38.53 feet to a point for an angle point hereof;
2. North 20°29'59" East a distance of 32.78 feet to a point for an angle point hereof;
3. North 14°27'38" West a distance of 149.67 feet to a point in the proposed south line of a proposed 20 foot wide alley for the northwest corner hereof;

THENCE North 75°32'22" East along the said proposed south line of said proposed 20 foot wide alley a distance of 20.00 feet to a point in the west line of said Lot 13 of said Block 9 for the northeast corner hereof;

THENCE along the said west line of said Lot 13 of said Block 9 and the west and south line of said Lot 12 of said Block 9 the following three calls:

1. South 14°27'38" East a distance of 146.66 feet to a point for an angle point hereof;
2. South 59°27'40" East a distance of 28.28 feet to a point for an angle point hereof;
3. North 75°32'18" East a distance of 15.03 feet to a point in the proposed west line of a proposed alley for an ell corner hereof;

THENCE South 14°27'38" East along the said proposed west line of the said proposed alley a distance of 20.00 feet to a point in the said north line of said Lot 6 of said Block 9 for the southeast corner hereof;

THENCE along the said north line of said Lot 6 of said Block 9 and the north and northwest line of said Lot 5 of said Block 9 the following three (3) calls:

1. South 75°32'18" West a distance of 23.26 feet to a point for an angle point hereof;
2. South 65°29'57" West a distance of 39.39 feet to a point for an angle point hereof;
3. South 55°27'36" West a distance of 51.06 feet to a point in the said proposed east line of said proposed Baca Street for the southwest corner hereof ;

THENCE North 14°27'38" West along the said proposed east line of said proposed Baca Street a distance of 21.29 feet to the **POINT OF BEGINNING** and containing 0.140 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

STATE OF TEXAS
REGISTERED
JOHN F. WATSON
5498
PROFESSIONAL
LAND SURVEYOR

July 29, 2013

JFWCO Job No. 12-0216

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www.windearthwater.com

TRACT 39

BACA CIRCLE (TO BE VACATED), **ADOBE MEADOWS, SECTION 4**

LEGAL DESCRIPTION: BEING 0.031 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF BACA CIRCLE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.031 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718760.39', E(X) 1756730.75') at the intersection of the proposed southwest right-of-way line of proposed San Miguel Avenue with the proposed south line of a proposed 20 foot wide alley for the north corner hereof from which the northwest corner of said Adobe Meadows, Section 4 bears South 75°32'22" West a distance of 496.86 feet to a point in the west line of said Adobe Meadows, Section 4 and North 14°27'38" West along the said west line of said Adobe Meadows, Section 4 a distance of 320.00 feet

THENCE South 44°34'22" East along he said proposed southwest line of said proposed San Miguel Avenue a distance of 57.46 feet to a point in the curving south line of said Baca Circle and the curving north line of Lot 11, Block 9 of said Adobe Meadows, Section 4 for the east corner hereof;

THENCE along said curving southwest line of Baca Circle along said curve turning to the right an arc length of 80.59 feet, a radius of 50.00 feet and a chord bearing of North 60°55'00" West a distance of 72.15 feet to a point in the said proposed south line of the said proposed 20 foot wide alley and the curving east line of Lot 13 of said Block 9 for the west corner hereof;

THENCE North 75°32'22" East along the said proposed south line of said proposed 20 foot wide alley a distance of 23.47 feet to the **POINT OF BEGINNING** and containing 0.031 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

July 29, 2013

JFWCO Job No. 12-0216

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www.windearthwater.com

TRACT 40

BACA CIRCLE (TO BE VACATED), **ADOBE MEADOWS, SECTION 4**

LEGAL DESCRIPTION: BEING 0.001 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF BACA CIRCLE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.001 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718776.86', E(X) 1756714.53') at the intersection of the proposed southwest right-of-way line of proposed San Miguel Avenue with the proposed north line of a proposed 20 foot wide alley for the east corner hereof from which the northwest corner of said Adobe Meadows, Section 4 bears South 75°32'22" West a distance of 485.26 feet to a point in the west line of said Adobe Meadows, Section 4 and North 14°27'38" West along the said west line of said Adobe Meadows, Section 4 a distance of 300.00 feet

THENCE South 75°32'22" West along the said proposed north line of the said proposed 20 foot wide alley a distance of 7.80 feet to a point in the curving west line of said Baca Circle and the curving east line of Lot 14, Block 9 of said Adobe Meadows, Section 4 for the west corner hereof;

THENCE along said curving west line of said Baca Circle along said curve turning to the right along an arc length of 7.97 feet, a radius of 50.00 feet and a chord bearing of North 13°22'51" East a distance of 7.96 feet to a point in the said proposed southwest line of said proposed San Miguel Avenue and the said curving east line of said Lot 14 of said Block 9 for the north corner hereof;

THENCE South 44°34'22" East along the said proposed southwest line of said proposed San Miguel Avenue a distance of 8.14 feet to the **POINT OF BEGINNING** and containing 0.001 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

STATE OF TEXAS REGISTERED JOHN F. WATSON 5498 PROFESSIONAL LAND SURVEYOR

July 29, 2013

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TRACT 41

ALLEY (TO BE VACATED) **BLOCK 9, ADOBE MEADOWS, SECTION 4**

LEGAL DESCRIPTION: BEING 0.051 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN 20 FOOT WIDE ALLEY ALONG THE EAST SIDE OF LOTS 1 AND 2, BLOCK 9 AND THE WEST SIDE OF LOTS 13 AND 14, BLOCK 9, ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.051 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718832.11', E(X) 1756488.27') in the proposed south right-of-way line of proposed San Miguel Avenue at the northeast corner of said Lot 1 of said Block 9 for the northwest corner hereof from which the northwest corner of said Adobe Meadows, Section 4 bears South 75°32'22" West a distance of 279.97 feet to a point in the west line of said Adobe Meadows, Section 4 and North 14°27'38" West along the said west line of said Adobe Meadows, Section 4 a distance of 190.00 feet;

THENCE North 75°32'22" East along the said proposed south line of said proposed San Miguel Avenue a distance of 20.00 feet to a point for the northwest corner of said Lot 14 of said Block 9 and the northeast corner hereof;

THENCE South 14°27'38" East along the west line of said Lots 14 and 13 of said Block 9 a distance of 110.00 feet to a point in the proposed north line of a proposed 20 foot wide alley for the southeast corner hereof;

THENCE South 75°32'22" West along the said proposed north line of the said proposed alley a distance of 20.00 feet to a point in the east line of said Lot 2 of said Block 9 for the southwest corner hereof;

THENCE North 14°27'38" West along the east line of said Lots 2 and 1 of said Block 9 a distance of 110.00 feet to the **POINT OF BEGINNING** and containing 0.051 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

STATE OF TEXAS REGISTERED JOHN F. WATSON 5498 PROFESSIONAL LAND SURVEYOR

July 29, 2013

JFWCO Job No. 12-0216

RECEIVED
AUG 15 2013
CITY OF MIDLAND
PLANNING DIVISION OFFICE

CASE NO. V-13-01 44.70

John F. Watson & Company

PROFESSIONAL LAND SURVEYORS & PLANNERS

200 N. Loraine, Suite 220, Midland, Texas 79701, (432) 520-2400, Fax (432) 520-2404

www.windearthwater.com

TRACT 42

BACA CIRCLE (TO BE VACATED), **ADOBE MEADOWS, SECTION 4**

LEGAL DESCRIPTION: BEING 0.287 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF SECTION 12, BLOCK "X" OF THE H.P. HILLIARD SURVEY, IN MIDLAND COUNTY, TEXAS AND BEING A PART OF BACA CIRCLE DEDICATED BY THE PLAT OF ADOBE MEADOWS, SECTION 4, A SUBDIVISION IN MIDLAND COUNTY, TEXAS RECORDED IN CABINET C, PAGE 182 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, SAID 0.287 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN AUGUST, 2012 THROUGH JULY, 2013:

BEGINNING at a point (N(Y) 10718927.56', E(X) 1756614.57') at the intersection of the proposed curving north right-of-way line of proposed San Miguel Avenue with the curving north right-of-way line of said Baca Circle and the curving south line of Lot 47, Block 5 of said Adobe Meadows, Section 4 for the west corner hereof from which the northwest corner of said Adobe Meadows, Section 4 bears South 75°32'22" West a distance of 426.09 feet to a point in the west line of said Adobe Meadows, Section 4 and North 14°27'38" West along the said west line of said Adobe Meadows, Section 4 a distance of 129.11 feet;

THENCE along the north and northeast line of said Baca Circle the following three (3) calls:

1. Along said curve turning to the right an arc length of 143.87 feet, a radius of 50.00 feet and a chord bearing of South 73°52'34" East a distance of 99.13 feet to a point at end of curve;
2. South 44°34'22" East a distance of 365.82 feet to a point for the point of curvature of a curve to the right;
3. Along said curve turning to the right with an arc length of 102.66 feet, a radius of 224.47 feet and a chord bearing of South 31°28'13" East a distance of 101.77 feet to a point in the proposed northeast line of said proposed San Miguel Avenue and the curving east line of Lot 56 of said Block 5 of said Adobe Meadows, Section 4 for the east corner hereof;

THENCE along the said proposed northeast line of said proposed San Miguel Avenue the following two (2) calls:

1. North 44°34'22" West a distance of 452.09 feet to a point for the point of curvature of a curve to the left and hereof;
2. Along said curve turning to the left an arc length of 119.95 feet, a radius of 62.74 feet and a chord bearing of North 58°56'50" West a distance of 102.50 feet to the **POINT OF BEGINNING** and containing 0.287 acres of land, more or less.

Note: Bearings, distances and acreage shown hereon are Grid, NAD83, Texas Central Zone.

I hereby certify that the foregoing description and plat attached hereto is a representation of a survey completed on the ground under my supervision and is true and correct to the best of my knowledge and belief.

STATE OF TEXAS
REGISTERED
JOHN F. WATSON
5498
PROFESSIONAL
LAND SURVEYOR

July 29, 2013

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas

RECEIVED
AUG 15 2013
CITY OF MIDLAND

CASE NO. V-13-014

MIDLAND
Office of City Manager

September 3, 2013

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.703-acre portion of Baca Circle , a 0.103-acre portion of Baca Street, a 0.181-acre portion of Cerrillos Avenue, a 0.57-acre portion of Cerrillos Court, a 0.123-acre portion of Conquistador Court, a 0.14-acre portion of Gallop Court, a 0.0002-acre portion of Guadalupe Street, a 0.614-acre portion of Magellan Street, a 0.409-acre portion of San Francisco Avenue, a 0.079-acre portion of St. Michael Court, and 1.301 acres of adjacent alleys, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is $12,502.00.

Very truly yours,

Courtney Sharp
City Manager

Exhibit "B"

L:\Ordinances\Planning\Vacate & Abandon\2013\Adobe Meadows Appraisal Letter.wpd

City Council Agenda

Approved for Agenda:
aturner
City Manager's Office

MEETING DATE: 9/10/2013

TO: City Council / City Manager

FROM: Gary Saunders, Transportation Manager

SUBJECT: Consider an ordinance amending Title X, "Traffic Regulations", Chapter Four, "Traffic Control Devices", Section 11, "School Zones and Crossings", of the Midland City Code, so as to designate each school zone and school crossing within the City and regulate the speed and movement of traffic therein; authorizing and directing the Traffic Engineer to install appropriate signs and markings; repealing Ordinance No.9042; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two hundred dollars ($200.00); and ordering publication.

Purpose:

Consider an ordinance amending Title X, "Traffic Regulations", Chapter Four, "Traffic Control Devices", Section 11, "School Zones and Crossings", of the Midland City Code, so as to designate each school zone and school crossing within the City and regulate the speed and movement of traffic therein; authorizing and directing the Traffic Engineer to install appropriate signs and markings; repealing Ordinance No.9042; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two hundred dollars ($200.00); and ordering publication.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Approximately $300.00 for labor and equipment cost to remove existing signs and posts.

Discussion:

The Legal Department has prepared an ordinance amending the existing ordinance for "School Zones and Crossings" within the City of Midland authorizing the removal of the existing school zone on a portion of Big Spring Street for Premier Charter High School as follows:

Premier Charter High School:

30 m.p.h. - 7:30 to 9:00 a.m. and 2:00 to 3:30 a.m. on Big Spring Street from a point 200 feet south of the centerline of Golf Course Road to a point 70 feet north of the centerline of Eugene Avenue.

The removal of this school zone from the existing ordinance is necessary due to relocation of this school campus to another site within the City of Midland.

Staff recommends approval of this ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE X, "TRAFFIC REGULATIONS", CHAPTER FOUR, "TRAFFIC CONTROL DEVICES", SECTION 11, "SCHOOL ZONES AND CROSSINGS", OF THE MIDLAND CITY CODE, SO AS TO DESIGNATE EACH SCHOOL ZONE AND SCHOOL CROSSING WITHIN THE CITY AND REGULATE THE SPEED AND MOVEMENT OF TRAFFIC THEREIN; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 9042; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION

WHEREAS, Section 10-1-1(A)(43) of the City Code of Midland, Texas, defines school crossings as any crosswalk on a public street designated as such by Ordinance of the Council and marked by signs or pavement markings identifying it as a school crossing, and Section 10-1-1(A)(44) of the City Code defines school zones as areas, whether adjacent to schools or not, when properly marked by signs or pavement markings designating them as school zones; and

WHEREAS, the City Traffic Engineer has recommended the establishment of certain locations within the City to be designated as school zones, and/or crossing areas and certain changes in existing school zones, all based on engineering and traffic investigations; and

WHEREAS, the Council finds it to be in the public interest to follow the recommendations of the City Traffic Engineer in this matter;

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

SECTION ONE. That Section 11, "School Zones and Crossings", Chapter 4, "Traffic Control Devices", Title X, "Traffic Regulations", of the City Code of Midland, Texas, be amended and retitled so as to hereafter read as follows:

10-4-11: SCHOOL ZONES AND CROSSINGS

(A) The following described areas or locations are hereby designated "School Crossing Areas" and no person shall drive a motor vehicle in such areas or locations at a speed

greater than is reasonable and prudent under the circumstances then existing. The speed limits specified hereinafter shall be lawful, but any speed in excess of the limits specified below during the hours set out hereinafter for each location or when flashing lights are in place and operative shall be prima facie evidence that the speed is not reasonable or prudent and is unlawful on the days schools are in session.

1. Alamo Junior High School - 25 mph - 7:30 to 9:00 a.m. and 3:30 to 4:30 p.m.

   On Illinois Avenue from a point 211 feet east of the centerline of McDonald Street to a point 200 feet west of the centerline of McDonald Street.

2. Anson Jones Elementary School - 20 mph - 7:00 to 9:00 a.m. and 2:30 to 4:30 p.m.

   On Illinois Avenue from a point 210 feet east of the centerline of Stoneybrook Drive to a point 210 feet west of the centerline of Stoneybrook Drive.

3. Ben Milam Elementary School

   (a) 20 mph - 7:00 to 9:00 a.m. and 2:30 to 4:30 p.m.

      (1) On Wadley Avenue from a point 293 feet east of the centerline of Edwards Street at its easternmost intersection with Wadley Avenue to a point 280 feet west of the centerline of Edwards Street at its easternmost intersection with Wadley Avenue.

      (2) On Main Street from a point 175 feet north of the centerline of Dormard Avenue to a point 175 feet south of the centerline of Dormard Avenue.

      (3) On Lamesa Road from a point 115 feet north of the centerline of Spruce Avenue at its northernmost intersection with Lamesa Road to a point 295 feet south of the centerline of Spruce Avenue at its northernmost intersection with Lamesa Road.

   (b) 30 mph - 7:00 to 9:00 a.m. and 2:30 to 4:30 p.m.

      On Big Spring Street from a point 330 feet north of the centerline of Dormard Avenue to a point 225 feet south of the centerline of Dormard Avenue.

4. Bonham Elementary School and Alamo Junior High School - 20 mph - 7:00 to 9:00 a.m. and 2:30 to 4:30 p.m.

   On Midland Drive from a point 185 feet north of the centerline of Storey Avenue to a point 185 feet south of the centerline of Storey Avenue.

5. Bowie Elementary School - 20 mph - 7:00 to 9:00 a.m. and 2:30 to 5:30 p.m.

   (a) On Douglas Avenue from a point 205 feet east of the centerline of "D" Street to a point 175 feet west of the centerline of "D" Street.
   (b) On Golf Course Road from a point 190 feet east of the centerline of "C" Street to a point 130 feet west of the centerline of "C" Street.

6. Burnett Elementary School - 20 mph - 7:00 to 9:00 a.m. and 2:30 to 4:30 p.m.

   On Thomason Drive from a point 232 feet east of the centerline of Raymond Drive to a point 200 feet west of the centerline of Raymond Drive.

7. Bush Elementary School

   (a) 20 mph - 7:00 - 9:00 a.m. and 2:30 to 4:30 p.m.

   On Whittle Way from a point 175 feet north of the centerline of Preston Avenue to a point 200 feet south of the centerline of Preston Avenue.

   (b) 30 mph - 7:00 to 9:00 a.m. and 2:30 to 4:30 p.m.

   On Wadley Avenue from a point 200 feet east of the centerline of Whittle Way to a point 200 feet west of the centerline of Whittle Way

8. Crockett Elementary School - 20 mph - 7:00 to 9:00 a.m. and 2:30 to 4:30 p.m.

   (a) On Lamesa Road from a point 135 feet south of the centerline of Parker Avenue at its southernmost intersection with Lamesa Road to a point 200 feet north of the centerline of Parker Avenue at its southernmost intersection with Lamesa Road.

   (b) On Cuthbert Avenue from a point 200 feet east of the centerline of Dallas Street to a point 180 feet west of the centerline of Dallas Street.

   (c) On Main Street from a point 230 feet north of the centerline of Parker Avenue at its northernmost intersection with Main Street to a point 230 feet south of the centerline of Parker Avenue at its southernmost intersection with Main Street.

   (d) On Golf Course Road from a point 150 feet east of the centerline of Fort Worth Street to a point 140 feet west of the centerline of Fort Worth Street.

9. DeZavala Elementary School - 20 mph - 7:00 to 9:00 a.m. and 2:30 to 4:30 p.m.

   (a) On Lamesa Road from a point 300 feet north of the centerline of Louisiana Avenue to a point 250 feet south of the centerline of Louisiana Avenue.

   (b) On Louisiana Avenue from a point 200 feet west of the centerline of Lamesa Road to a point 150 feet east of the centerline of Lamesa Road.

   (c) On Garden Lane from a point 180 feet west of the centerline of Lee Street to a point 191 feet east of the centerline of Lee Street.

   (d) On Walnut Lane from a point 184 feet west of the centerline of Lee Street to a point 196 feet east of the centerline of Lee Street.

10. Fannin Elementary School - 20 mph - 7:00 to 9:00 a.m. and 2:30 to 4:30 p.m.

(a) On Neely Avenue from a point 290 feet east of the centerline of Lanham Street to a point 300 feet west of the centerline of Lanham Street.

(b) On Garfield Street from a point 466 feet south of the centerline of Cimmaron Drive to a point 135 feet north of the centerline of Dengar Avenue.

(c) On Ward Street from a point 150 feet north of the centerline of Fannin Avenue to a point 160 feet south of the centerline of Fannin Avenue.

11. Greathouse Elementary School - 25 mph - 7:00 to 9:00 a.m. and 2:30 to 4:30 p.m.

(a) On Briarwood Avenue from a point 540 feet east of the centerline of Mathis Street to a point 450 feet west of the centerline of Mathis Street.

(b) 20 mph - 7:00 to 9:00 a.m. and 2:30 to 4:30 p.m. On Oriole Drive from a point 220 feet north of the centerline of Woodhollow Drive to a point 198 feet south of the centerline of Woodhollow Drive.

12. Hillander Private School - 20 mph - 7:30 to 9:00 a.m. and 3:00 to 4:00 p.m.

On Neely Avenue from a point 220 feet east of the centerline of "I" Street to a point 210 feet west of the centerline of "I" Street.

13. Lamar Elementary School - 20 mph - 7:00 to 9:00 a.m. and 2:30 to 4:30 p.m.

On Illinois Avenue from a point 330 feet east of the centerline of Crestview Road to a point 240 feet west of the centerline of Crestview Road.

14. Lee Freshman High School - 20 mph - 7:30 to 9:30 a.m. and 3:30 to 4:30 p.m.

On Scharbauer Drive from a point 195 feet west of the centerline of Butternut Lane to a point 202 feet east of the centerline of Butternut Lane.

14a. Midland Academy Charter School - 20 m.p.h. - 7:30 to 9:00 a.m. and 2:30 to 4:30 p.m.

(a) On Baird Street from a point 97 feet north of the centerline of Michigan Avenue to a point 145 feet south of the centerline of Tennessee Avenue.

(b) On Michigan Avenue from a point 180 feet east of the centerline of Weatherford Street to a point 180 feet west of the centerline of Baird Street.

(c) On Tennessee Avenue from a point 180 feet east of the centerline of Weatherford Street to a point 180 feet west of the centerline of Baird Street.

(d) On Weatherford Street from a point 95 feet north of the centerline of Michigan Avenue to a point 165 feet south of the centerline of Tennessee Avenue.

15. Midland Christian School - 20 mph - 7:30 to 8:30 a.m. and 3:00 to 4:30 p.m.

On Neely Avenue from a point 175 feet east of the centerline of Culver Drive to a point 225 feet west of the centerline of Culver Drive.

16. Midland Freshman High School - 25 mph - 7:30 to 9:30 a.m. and 3:30 to 4:30 p.m.

On Rankin Highway from a point 265 feet north of the centerline of Hicks Avenue to a point 170 feet south of the centerline of Hicks Avenue.

17. Pease Elementary School - 25 mph - 7:00 to 9:00 a.m. and 2:30 to 5:30 p.m.

On Fairgrounds Road from a point 200 feet north of the centerline of Pecan Avenue to a point 200 feet south of the centerline of Pecan Avenue.

18. Quanah Parker Elementary School

(a) 30 mph - 7:00 to 9:00 a.m. and 2:30 to 4:30 p.m.

On Midland Drive from a point 340 feet north of the centerline of St. Andrews Drive to a point 350 feet south of the centerline of St. Andrews Drive.

(b) 20 mph - 7:00 to 9:00 a.m. and 2:30 to 4:30 p.m.

On Godfrey Drive from a point 150 feet north of the centerline of St. Andrews Drive to a point 135 feet south of the centerline of St. Andrews Drive.

19. Sam Houston Elementary School - 20 mph - 7:00 to 9:00 a.m. and 2:30 to 4:30 p.m.

(a) On Cuthbert Avenue from a point 335 feet east of the centerline of "N" Street at its easternmost intersection with Cuthbert Avenue to a point 297 feet west of the centerline of "N" Street at its easternmost intersection with Cuthbert Avenue.

(b) On Garfield Street from a line 50 feet north of the centerline of Storey Avenue to a line 60 feet north of the centerline of Country Club Drive at its southernmost intersection with Garfield Street.

(c) On Michigan Avenue from a point 180 feet east of the centerline of North "N" Street to a point 180 feet west of the centerline of North "N" Street.

20. San Jacinto Junior High School - 20 mph - 7:30 to 9:00 a.m. and 3:30 to 4:30 p.m.

(a) On Golf Course Road from a point 208 feet east of the centerline of "N" Street to a point 185 feet west of the centerline of "N" Street.

(b) On Garfield Street from a point 287 feet south of the centerline of Community Lane to a point 287 feet north of the centerline of Community Lane.

21. Santa Rita Elementary School - 20 mph - 7:00 to 9:00 a.m. and 2:30 to 4:30 p.m.

(a) On Bluebird Lane from a point 215 feet east of the centerline of Whitman Street to a point 200 feet west of the centerline of Whitman Street.

(b) On Bluebird Lane from a point 375 feet east of the centerline of Garfield Street to a point 375 feet west of the centerline of Garfield Street.

(c) On Garfield Street from a point 245 feet south of the centerline of Bluebird Lane to the centerline of Bluebird Lane.

(d) On Polo Parkway from a point 50 feet east of the centerline of Canterbury to a point 160 feet south of the centerline of Castleford Road at its southernmost intersection with Polo Parkway.

22. South Elementary School -

(a) 20 mph - 7:00 to 9:00 a.m. and 2:30 to 4:30 p.m.

On Big Spring Street from a point 220 feet north of the centerline of Dakota Street to a point 165 feet south of the centerline of Dakota Street.

(b) 20 mph - 7:00 to 8:00 a.m. and 3:00 to 4:00 p.m.

(1) On Goode Street from a point 312 feet north of the centerline of Griffin Avenue to a point 175 feet south of the centerline of Griffin Avenue.

(2) On Griffin Avenue from a point 203 feet east of the centerline of Goode Street to a point 188 feet west of the centerline of Goode Street.

23. Travis Elementary School -

(a) 20 mph - 7:00 to 9:00 a.m. and 2:30 to 4:30 p.m.

On Terrell Street from a point 160 feet north of the centerline of Gist Avenue to a point 150 feet south of the centerline of Gist Avenue.

(b) 30 mph - 7:00 to 9:00 a.m. and 2:30 to 4:30 p.m.

On Lamesa Road from a point 230 feet north of the centerline of Gist Avenue

to a point 230 feet south of the centerline of Gist Avenue.

24. Washington Elementary School - 20 mph - 7:00 to 9:00 a.m. and 2:30 to 5:30 p.m.

(a) On Lamesa Road from a point 225 feet north of the centerline of Wall Street to a point 225 feet south of the centerline of Wall Street.

(b) On Lee Street from a point 200 feet north of the centerline of Wall Street to a point 195 feet south of the centerline of Wall Street.

(c) One Indiana Avenue from a point 225 feet west of the centerline of Tilden Street to a point 210 feet east of the centerline of Tilden Street.

25. West Elementary School - 20 mph - 7:00 to 9:00 a.m. and 2:30 to 4:30 p.m.

On Garfield Street from a point 160 feet north of the centerline of Missouri Avenue to a point 250 feet south of the centerline of Indiana Avenue.

(B) The following described locations or areas within the City of Midland are hereby designated "School Zones", and no person shall drive a motor vehicle in such areas or locations at a speed greater than is reasonable and prudent under the circumstances then existing. The speed limits specified hereinafter shall be lawful, but any speed in excess of the limits so specified during the hours set forth hereinafter for each location or when flashing lights are in place and operative shall be prima facie evidence that the speed is not reasonable or prudent and is unlawful, on the days schools are in session.

1. Abell Junior High School - 20 mph - 7:00 a.m. - 4:30 p.m.

(a) On Heritage Boulevard from the centerline of Wadley Avenue to a point 170 feet south of the centerline of Highland Boulevard/Highland Court.

(b) On Highland Boulevard from the centerline of Heritage Boulevard to a point 830 feet west of the centerline of Heritage Boulevard.

(c) On Wadley Avenue from a point 100 feet east of the centerline of Heritage Boulevard to a point 830 feet west of the centerline of Heritage Boulevard.

2. Anson Jones Elementary School - 20 mph - 7:00 a.m. - 4:30 p.m.

(a) Stoneybrook Drive - from a point 88 feet north of the centerline of Shadylane Drive to the centerline of Shadylane Drive.

(b) Shadylane Drive - from a point 160 feet north of the centerline of Thomason Drive to a point 150 feet east of the centerline of Thornridge Drive.

(c) Thornridge Drive - from a point 160 feet north of the centerline of Thomason Drive to the centerline of Shadylane Drive.

3. Ben Milam Elementary School - 20 mph - 7:00 a.m. - 4:30 p.m.

(a) Shandon Avenue - from a point 230 feet west of the centerline of Edwards Street to a point 300 feet east of the centerline of Barber Drive.

(b) Dengar Avenue - from a point 230 feet west of the centerline of Edwards Street to the centerline of Edwards Street.

(c) Dengar Avenue - from the centerline of Barber Drive to a point 295 feet east of the centerline of Barber Drive

(d) Dormard Avenue - from a point 300 feet west of the centerline of Edwards Street to a point 230 feet east of the centerline of Barber Drive.

(e) Edwards Street - from a point 205 feet south of the centerline of Dormard Avenue to a point 160 feet north of the centerline of Shandon Avenue.

(f) Barber Drive - from a point 175 feet south of the centerline of Dormard Avenue to a point 155 feet north of the centerline of Shandon Avenue.

4. Bonham Elementary School and Alamo Junior High School - 20 mph - 7:00 a.m. - 4:30 p.m.

(a) Cuthbert Avenue - from a point 235 feet west of the centerline of Delmar Street to a point 185 feet east of the centerline of Bonham Street.

(b) Storey Avenue - from a point 450 feet west of the centerline of Delmar Street to the centerline of McDonald Street.

(c) Storey Avenue - from the centerline of Bonham Street to a point 220 feet east of the centerline of Bonham Street.

(d) Delmar Street - from a point 195 feet south of the centerline of Storey Avenue to the centerline of Storey Avenue.

(e) Delmar Street - from a point 170 feet north of the centerline of Cuthbert Avenue to the centerline of Cuthbert Avenue.

(f) McDonald Street - from a point 200 feet south of the centerline of Storey Avenue to a point 115 feet north of the centerline of Cuthbert Avenue.

(g) Bonham Street - from a point 170 feet south of the centerline of Storey Avenue to a point 118 feet north of the centerline of Cuthbert Avenue.

(h) Dunbar Street - from a point 115 feet north of the centerline of Cuthbert Avenue to the centerline of Cuthbert Avenue.

5. Bowie Elementary School - 20 mph - 7:00 a.m. to 5:30 p.m.

(a) Elk Avenue - from the centerline of "B" Street to the centerline of "A" Street.

(b) Douglas Avenue - from a point 90 feet east of the centerline of "C" Street to the centerline of "B" Street.

(c) Douglas Avenue - from the centerline of "A" Street to a point 195 feet east of the centerline of "A" Street.

(d) Princeton Avenue - from a point 255 feet west of the centerline of "B" Street to the centerline of "B" Street.

(e) "B" Street - from a point 150 feet north of the centerline of Elk Avenue to a point 160 feet south of the centerline of Princeton Avenue.

(f) "A" Street - from a point 140 feet north of the centerline of Elk Avenue to a point 175 feet south of the centerline of Douglas Avenue.

6. Bunch Elementary School - 20 mph - 7:30 a.m. to 4:30 p.m.

(a) Pennsylvania Avenue - from a point 165 feet east of the centerline of Carver Street to a point 190 feet east of the centerline of Jackson Street.

(b) Adams Street - from the centerline of Pennsylvania Avenue to a point 135 feet north of the centerline of Pennsylvania Avenue.

(c) Jackson Street - from a point 140 feet north of the centerline of Pennsylvania Avenue to a point 215 feet north of the centerline of Cloverdale Road.

(d) California Avenue - from the centerline of Jackson Street to a point 200 feet east of the centerline of Jackson Street.

7. Burnett Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

(a) Spraberry Drive - from a point 175 feet north of the centerline of Devonian Drive to a point 130 feet north of the centerline of Pleasant Drive.

(b) Ruby Drive - from the centerline of Canyon Drive to a point 165 feet north of the centerline of Devonian Drive.

(c) Raymond Drive - from a point 185 feet north of the centerline of Canyon Drive to a point 50 feet north of the centerline of Pleasant Drive.

(d) Devonian Drive - from a point 230 feet west of the centerline of Spraberry Drive to the centerline of Spraberry Drive.

(e) Canyon Drive - from the centerline of Spraberry Drive to a point 280 feet east of the centerline of Raymond Drive.

(f) Pasadena Drive - from the centerline of Spraberry Drive to a point 230

feet west of the centerline of Spraberry Drive.

(g) Howard Drive - from the centerline of Raymond Drive to a point 295 feet east of the centerline of Raymond Drive.

8. Bush Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

(a) Idlewilde Drive - from a point 90 feet north of the centerline of Rainbow Road to the north curb line of Preston Drive.

(b) Preston Drive - from a point 150 feet east of the centerline of Idlewilde Drive to a point 150 feet west of the centerline of Sunburst Drive.

(c) Sunburst Drive - from a point 90 feet north of the centerline of Rainbow Road to a point 150 feet north of the centerline of Preston Drive.

9. Carver Center - 20 mph - 7:00 a.m. to 4:30 p.m.

(a) Carver Street - from a point 175 feet north of the centerline of Texas Avenue to a point 160 feet south of the centerline of Wall Street.

(b) Texas Avenue - from a point 150 feet west of the centerline of Carver Street to the centerline of Carver Street.

(c) Adams Street – from a point 150 feet south of the centerline of Wall Street to the centerline of Wall Street.

(d) Jesse Street – from a point 100 feet north of the centerline of Wall Street to the centerline of Wall Street.

10. Coleman High School - 20 mph - 7:00 a.m. to 4:30 p.m.

(a) Golf Course Road - from a point 60 feet west of the centerline of Benton Street to a point 120 feet west of the centerline of Tilden Street.

(b) Tilden Street - from a point 70 feet north of the centerline of Jax Street to the centerline of Golf Course Road.

11. Crockett Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

(a) Jax Avenue - from a point 190 feet west of the centerline of Fort Worth Street to the centerline of Terrell Street.

(b) Parker Avenue - from a point 190 feet west of the centerline of Fort Worth Street to a point 155 feet east of the centerline of Terrell Street.

(c) Fort Worth Street - from the centerline of Parker Avenue to a point 160 feet south of the centerline of Hamby Avenue.

(d) Terrell Street - from the centerline of Parker Avenue to a point 100 feet north of the centerline of Jax Avenue.

(e) Dallas Street - from the centerline of Parker Avenue to a point 180 feet

south of the centerline of Parker Avenue.

12. DeZavala Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

    (a) Orchard Lane - from the centerline of Lee Street to a point 175 feet east of the centerline of Lee Street.

    (b) Lee Street - from a point 325 feet north of the centerline of Mesquite Street to a point 50 feet north of the centerline of South Street.

    (c) Mesquite Street - from the centerline of Lee Street to a point 175 feet east of the centerline of Lee Street.

13. Emerson Elementary School and Goddard Junior High School - 20 mph - 7:00 a.m. to 4:30 p.m.

    (a) Haynes Drive - from a point 175 feet east of the centerline of Lanham Street to a point 150 feet west of the centerline of Ward Street.

    (b) Ward Street - from a point 250 feet south of the centerline of Haynes Drive to a point 135 feet north of the centerline of Emerson Place.

    (c) Moss Avenue - from a point 465 feet east of the centerline of Whitney Drive to the centerline of Ward Street.

    (d) Goddard Drive - from a point 185 feet east of the centerline of Ward Street to the centerline of Ward Street.

    (e) Emerson Drive - from a point 185 feet east of the centerline of Ward Street to the centerline of Ward Street.

    (f) Lanham Street - from a point 85 feet north of the centerline of Goddard Street to a point 140 feet south of the centerline of Haynes Drive.

14. Fannin Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

    (a) Cimmaron Avenue - from a point 285 feet west of the centerline of Lanham Street to a point 250 feet east of the centerline of Mogford Street.

    (b) Frontier Avenue - from a point 295 feet west of the centerline of Lanham Street to the centerline of Lanham Street.

    (c) Fannin Avenue - from a point 255 feet west of the centerline of Lanham Street to a point 325 feet east of the centerline of Mogford Street.

    (d) Lanham Street - from a point 160 feet south of the centerline of Fannin Avenue to a point 180 feet north of the centerline of Cimmaron Avenue.

    (e) Mogford Street - from a point 155 feet south of the centerline of Fannin Avenue to a point 170 feet north of the centerline of Cimmaron Avenue.

15. Greathouse Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

(a) On Mathis Street - from a point 515 feet north of the centerline of Briarwood Avenue to a point 100 feet north of the centerline of Greathouse Avenue.

(b) On Greathouse Avenue - from a point 180 feet south of the centerline of Mathis Street to a point 450 feet north of the centerline of Mathis Street.

(c) On Quicksand Drive - from the centerline of Mathis Street south a distance of 180 feet.

(d) On Woodhollow Drive - from the centerline of Mathis Street north a distance of 390 feet.

16. Henderson Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

(a) Bentwood Drive - from a point 265 feet north of the centerline of Graceland Drive to a point 138 feet south of the centerline of Joy Drive.

(b) Wilshire Drive - from the centerline of Graceland Drive to a point 160 feet north of the centerline of Graceland Drive.

(c) Erie Drive - from the centerline of Graceland Drive to a point 205 feet north of the centerline of Graceland Drive.

(d) Eisenhower Drive - from a point 135 feet north of the centerline of Graceland Drive to a point 135 feet south of the centerline of Graceland Drive.

(e) Graceland Drive - from a point 130 feet west of the centerline of Bentwood Drive to a point 135 feet east of the centerline of Eisenhower Drive.

17. Hillander Private School - 20 mph - 7:30 to 9:00 a.m., 11:00 a.m. to 12:30 p.m., and 1:45 to 4:00 p.m.

(a) Wadley Avenue - from a point 275 feet east of the centerline of "I" Street to a point 560 feet west of the centerline of "I" Street.

(b) "I" Street - from a point 170 feet north of the centerline of Wadley Avenue to a point 215 feet south of the centerline of Wadley Avenue.

18. Jane Long Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

(a) Devonian Drive - from a point 180 feet north of the centerline of Tanner Drive to a point 200 feet south of the centerline of Cedar Spring Drive.

(b) Leddy Drive - from the centerline of Cedar Spring Drive to a point 165 feet north of the centerline of Tanner Drive.

(c) Tanner Drive - from a point 250 feet west of the centerline of Devonian

Drive to a point 215 feet east of the centerline of Leddy Drive.

(d) Beckley Drive - from the centerline of Cedar Spring Drive to a point 150 feet south of the centerline of Cedar Spring Drive.

(e) Aberdeen Drive - from the centerline of Cedar Spring Drive to a point 250 feet south of the centerline of Cedar Spring Drive.

(f) Mercedes Drive - from a point 240 feet west of the centerline of Devonian Drive to the centerline of Devonian Drive.

(g) Avondale Drive - from the centerline of Leddy Drive to a point 85 feet east of the centerline of Leddy Drive.

(h) Cedar Spring Drive - from a point 125 feet west of the centerline of Devonian Drive to a point 185 feet east of the centerline of Leddy Drive.

19. Lamar Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

(a) Kessler Avenue - from a point 120 feet east of the centerline of Midkiff Road to a point 220 feet east of the centerline of Crestview Road.

(b) Peach Street - from a point 165 feet south of the centerline of Illinois Avenue to the centerline of Kessler Avenue.

(c) Crestview Road - from a point 185 feet south of the centerline of Illinois Avenue to a point 170 feet south of the centerline of Kessler Avenue.

(d) Barkley Street - from a point 180 feet east of the centerline of Crestview Road to the centerline of Crestview Road.

20. Lee Freshman High School - 20 mph - 7:30 a.m. to 4:30 p.m.

(a) Oak Avenue - from a point 150 feet west of the centerline of Butternut Lane to a point 200 feet east of the centerline of Lincoln Street.

(b) Lincoln Street - from a point 145 feet north of the centerline of Oak Avenue to a point 145 feet north of the centerline of Magnolia Avenue.

(c) Maple Avenue - from a point 229 feet east of the centerline of Lincoln Street to the centerline of Lincoln Street.

(d) Butternut Lane - from a point 150 feet north of the centerline of Oak Avenue to a point 50 feet north of the centerline of Magnolia Avenue.

21. Midland Christian School - 20 mph - 7:30 a.m. to 4:30 p.m.

(a) Culver Drive - from a point 35 feet south of the centerline of Sinclair Avenue to a point 135 feet north of the centerline of Gulf Avenue.

(b) Gulf Avenue - from a point 190 feet east of the centerline of Culver

Drive to the centerline of Culver Drive.

(c) Northrup Drive - from a point 384 feet south of the centerline of Sinclair Avenue to a point 135 feet north of the centerline of Gulf Avenue.

(d) Sinclair Avenue - from a point 158 feet east of the centerline of Culver Drive to the centerline at Northrup Drive.

22. Midland Classical Academy School - 20 m.p.h. - 7:30 a.m. to 4:00 p.m.

(a) Whitman Drive - from a point 87 feet north of the centerline of Mockingbird Lane to a point 650 feet south of the centerline of Savoy Place.

23. Midland Freshman High School - 20 mph - 7:30 a.m. to 4:30 p.m.

(a) Main Street - from a point 180 feet north of the centerline of Hicks Avenue to a point 180 feet south of the centerline of Gist Avenue.

(b) Baird Street - from the centerline of Hicks Avenue to a point 150 feet north of the centerline of Hicks Avenue.

(c) Weatherford Street - from the centerline of Hicks Avenue to a point 150 feet north of the centerline of Hicks Avenue.

(d) Hicks Avenue - from a point 200 feet west of the centerline of Main Street to a point 175 feet east of the centerline of Weatherford Street.

(e) Montgomery Avenue - from the centerline of Main Street to a point 210 feet west of the centerline of Main Street.

(f) Gist Avenue - from a point 200 feet west of the centerline of Main Street to a point 1040 feet east of the centerline of Main Street.

24. Midland High School - 20 mph - 7:00 a.m. to 4:30 p.m.

(a) Ohio Avenue - from a point 150 feet east of the centerline of San Angelo Street to the centerline of "A" Street.

(b) "C" Street - from a point 130 feet south of the centerline of Illinois Avenue to the centerline of Illinois Avenue.

(c) "D" Street - from a point 115 feet south of the centerline of Illinois Avenue to a point 45 feet north of the centerline of Ohio Avenue;

(d) Illinois Avenue - from a point 267 feet west of the centerline of "E" Street to a point 430 feet east of the centerline of "A" Street.

(e) "A" Street - from a point 85 feet south of the centerline of Tennessee Avenue to a point 280 feet south of the centerline of Illinois Avenue.

(f) Carrizo Street - from a point 145 feet north of the centerline of Illinois

Avenue to a point 145 feet south of the centerline of Illinois Avenue.

(g) Tennessee Avenue - from a point 103 feet west of the centerline of "B" Street to a point 60 feet east of the centerline of "A" Street.

25. Midland Montessori School - 20 mph - 7:30 a.m. to 4:30 p.m.

On Austin Street from a point 200 feet north of the centerline of Cuthbert Avenue to a point 80 feet south of the centerline of Bedford Avenue.

26. Pease Elementary School - 20 mph - 7:00 a.m. to 5:30 p.m.

(a) Magnolia Avenue - from a point 280 feet west of the centerline of Benton Street to a point 295 feet east of the centerline of Peterson Street.

(b) Hickory Avenue - from a point 340 feet west of the centerline of Benton Street to the centerline of Benton Street.

(c) Scharbauer Drive - from a point 335 feet west of the centerline of Benton Street to a point 290 feet east of the centerline of Peterson Street.

(d) Benton Street - from a point 215 feet north of the centerline of Scharbauer Drive to a point 290 feet east of the centerline of Peterson Street.

(e) Peterson Street - from the centerline of Scharbauer Drive to a point 200 feet north of the centerline of Magnolia Avenue.

27. Quanah Parker Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

(a) St. Andrews Drive - from a point 150 feet west of the centerline of Casady Court to a point 140 feet west of the centerline of Norwood Street.

(b) Greenbriar Drive - from a point 150 feet south of the centerline of St. Andrews Drive to the centerline of St. Andrews Drive.

(c) Merrill Drive - from a point 150 feet west of the centerline of Norwood Street to the centerline of Norwood Street.

(d) Russell Drive - from a point 175 feet west of the centerline of Norwood Street to the centerline of Norwood Street.

(e) Norwood Street - from the centerline of St. Andrews Drive to a point 150 feet north of the centerline of Russell Drive.

28. Rusk Elementary School and Lee High School

(a) 20 mph - 7:00 a.m. to 4:30 p.m.

(1) Neely Avenue - from a point 175 feet west of the centerline of

McDonald Street to a point 250 feet east of the centerline of Tarleton Street.

(2) McDonald Street - from a point 155 feet south of the centerline of Neely Avenue to a point 115 feet north of the centerline of Cimmaron Avenue.

(3) Wedgewood Street - from a point 200 feet south of the centerline of Neely Avenue to the centerline of Cimmaron Avenue.

(4) Cimmaron Avenue - from a point 205 feet west of the centerline of McDonald Street to a point 170 feet east of the centerline of Shandon Avenue.

(5) Fannin Avenue - from the centerline of McDonald Street to a point 200 feet west of the centerline of McDonald Street.

(6) Shandon Avenue - from a point 235 feet north of the centerline of Cimmaron Avenue to the centerline of Cimmaron Avenue.

(7) Imperial Avenue - from a point 235 feet north of the centerline of Cimmaron Avenue to the centerline of Cimmaron Avenue.

(8) Godfrey Street - from a point 145 feet south of the centerline of Neely Avenue to a point 158 feet north of the centerline of Rebel Drive.

(b) 20 mph - 7:00 a.m. to 4:30 p.m.

(1) Dengar Avenue - from a point 250 feet east of the centerline of Tarleton Street to the centerline of Tarleton Street.

(2) Fannin Avenue - from the centerline of Tarleton Street to a point 240 feet east of the centerline of Tarleton Street.

(3) Cimmaron Avenue - from the centerline of Tarleton Street to a point 295 feet east of the centerline of Tarleton Street.

(4) Tarleton Street - from a point 175 feet south of the centerline of Neely Avenue to a point 140 feet north of the centerline of Dengar Avenue.

29. St. Ann's School

(a) 20 mph - 7:30 a.m. to 8:30 a.m. and 3:00 p.m. to 4:00 p.m.

Illinois Avenue - from a point 195 feet west of the centerline of "N" Street to a point 175 feet east of the centerline of "M" Street.

(b) 20 mph - 7:00 a.m. to 4:00 p.m.

(1) Texas Avenue - from a point 195 feet west of the centerline of

"N" Street to a point 30 feet west of the centerline of "L" Street.

(2) "N" Street - from the centerline of Illinois Avenue to a point 180 feet south of the centerline of Texas Avenue.

(3) "M" Street - from the centerline of Illinois Avenue to a point 180 feet south of the centerline of Texas Avenue.

30. Sam Houston Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

(a) Louisiana Avenue - from a point 540 feet east of the centerline of Garfield Street to a point 40 feet east of the centerline of "L" Street.

(b) "L" Street - from a point 238 feet south of the centerline of Louisiana Avenue to a point 150 feet north of the centerline of Louisiana Avenue.

(e) "N" Street - from a point 315 feet south of the centerline of Louisiana Avenue to a point 750 feet north of the centerline of Louisiana Avenue.

(f) "M" Street - from a point 250 feet south of the centerline of Louisiana Avenue to the centerline of Louisiana Avenue.

31. San Jacinto Junior High School - 20 mph - 7:30 a.m. to 4:30 p.m.

(a) Community Lane - from a point 160 feet east of the centerline of Garfield Street to a point 120 feet east of the centerline of "N" Street.

(b) Douglas Avenue - from the centerline of "N" Street to a point 190 feet east of the centerline of "N" Street.

(c) Hodges Street - from the centerline of Community Lane to a point 225 feet north of the centerline of Community Lane.

(d) "N" Street - from a point 340 feet north of the centerline of Community Lane to a point 170 feet south of the centerline of Douglas Avenue.

32. Santa Rita Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

Whitman Drive - from a point 760 feet north of the centerline of Bluebird Lane and continuing north along Whitman Drive for 920 feet.

33. Scharbauer Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

(a) Crowley Boulevard - from a point 250 feet south of the centerline of Hereford Boulevard to a point 575 feet north of the centerline of Hereford Boulevard.

(b) Hereford Boulevard - from a point 250 feet south of the centerline of Homestead Boulevard to a point 136 feet north of the centerline of Crowley Boulevard.

(e) Homestead Boulevard - from the centerline of Hereford Boulevard to a point 425 feet west of the centerline of Hereford Boulevard.

34. South Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

(a) Dakota Avenue - from a point 155 feet west of the centerline of Colorado Street to a point 240 feet east of the centerline of Main Street.

(b) New Jersey Avenue - from a point 205 feet west of the centerline of Colorado Street to a point 235 feet east of the centerline of Main Street.

(c) Colorado Street - from a point 145 feet south of the centerline of New Jersey Avenue to a point 230 feet north of the centerline of Dakota Avenue.

(d) Loraine Street - from a point 230 feet south of the centerline of New Jersey Avenue to the centerline of New Jersey Avenue.

(e) Loraine Street - from the centerline of Dakota Avenue to a point 175 feet north of the centerline of Dakota Avenue.

(f) Main Street - from a point 120 feet south of the centerline of New Jersey Avenue to a point 200 feet north of the centerline of Dakota Avenue.

35. Travis Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

(a) Gist Avenue - from a point 190 feet west of the centerline of Marshall Street to a point 170 feet east of the centerline of Atlanta Street.

(b) Marshall Street - from the centerline of Gist Avenue to a point 205 feet north of the centerline of Gist Avenue.

(c) Jefferson Street - from the centerline of Gist Avenue to a point 215 feet north of the centerline of Gist Avenue.

(d) Atlanta Street - from the centerline of Gist Avenue to a point 190 feet north of the centerline of Gist Avenue.

36. Trinity Private School

(a) 25 mph - 7:30 a.m. to 8:30 a.m.; and 2:45 p.m. to 4:45 p.m.

Wadley Avenue - from a point 150 feet west of the centerline of Godfrey Street to the centerline of Tarleton Street.

(b) 20 mph - 7:30 a.m. to 8:30 a.m.; and 2:45 p.m. to 4:45 p.m.

Godfrey Street - from a point 150 feet south of the centerline of Wadley Avenue to a point 265 feet south of the centerline of Trinity Drive.

Jordan Avenue - from a point 150 feet south of the centerline of Wadley Avenue to the centerline of Wadley Avenue.

37. Washington Elementary School - 20 mph - 7:00 a.m. to 5:30 p.m.

(a) Wall Street - from a point 150 feet west of the centerline of Carver

Street to the centerline of Calhoun Street.

(b) Tilden Street - from a point 155 feet north of the centerline of Wall Street to a point 100 feet north of the centerline of Indiana Avenue.

(c) Donald Street - from a point 100 feet north of the centerline of Wall Street to the centerline of Wall Street.

(d) Lincoln Street – from a point 100 feet north of the centerline of Wall Street to the centerline of Wall Street.

(e) Jackson Street – from a point 100 feet north of centerline of Wall Street to the centerline of Wall Street.

38. West Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

(a) Missouri Avenue - from a point 165 feet west of the centerline of Garfield Street to a point 255 feet east of the centerline of "N" Street.

(b) Indiana Avenue - from a point 265 feet west of the centerline of Garfield Street to a point 550 feet east of the centerline of "N" Street.

(c) "N" Street - from a point 200 feet north of the centerline of Missouri Avenue to a point 215 feet south of the centerline of Indiana Avenue.

(d) "O" Street - from a point 165 feet north of the centerline of Missouri Avenue to the centerline of Missouri Avenue.

SECTION TWO. The Traffic Engineer is hereby authorized and directed to erect and install appropriate signs and markings at the designated locations, in conformance with the State Highway Department's manual and specifications, indicating and carrying out the provisions of this ordinance.

SECTION THREE. That Ordinance No. 8920 is hereby expressly repealed; and 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. That the repeal of the ordinance or parts of ordinances effectuated by the enactment of this ordinance shall not be construed as abating any actions now pending under or by virtue of such ordinances or as discontinuing, abating, modifying, or altering any

penalty accruing or as affecting the liability of any person, firm or corporation or as waiving any right of the municipality under any section or provision existing at the time of the passage of this ordinance.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two hundred dollars ($200.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2013; 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., 2013, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

_____
W. Wesley Perry, Mayor

ATTEST:

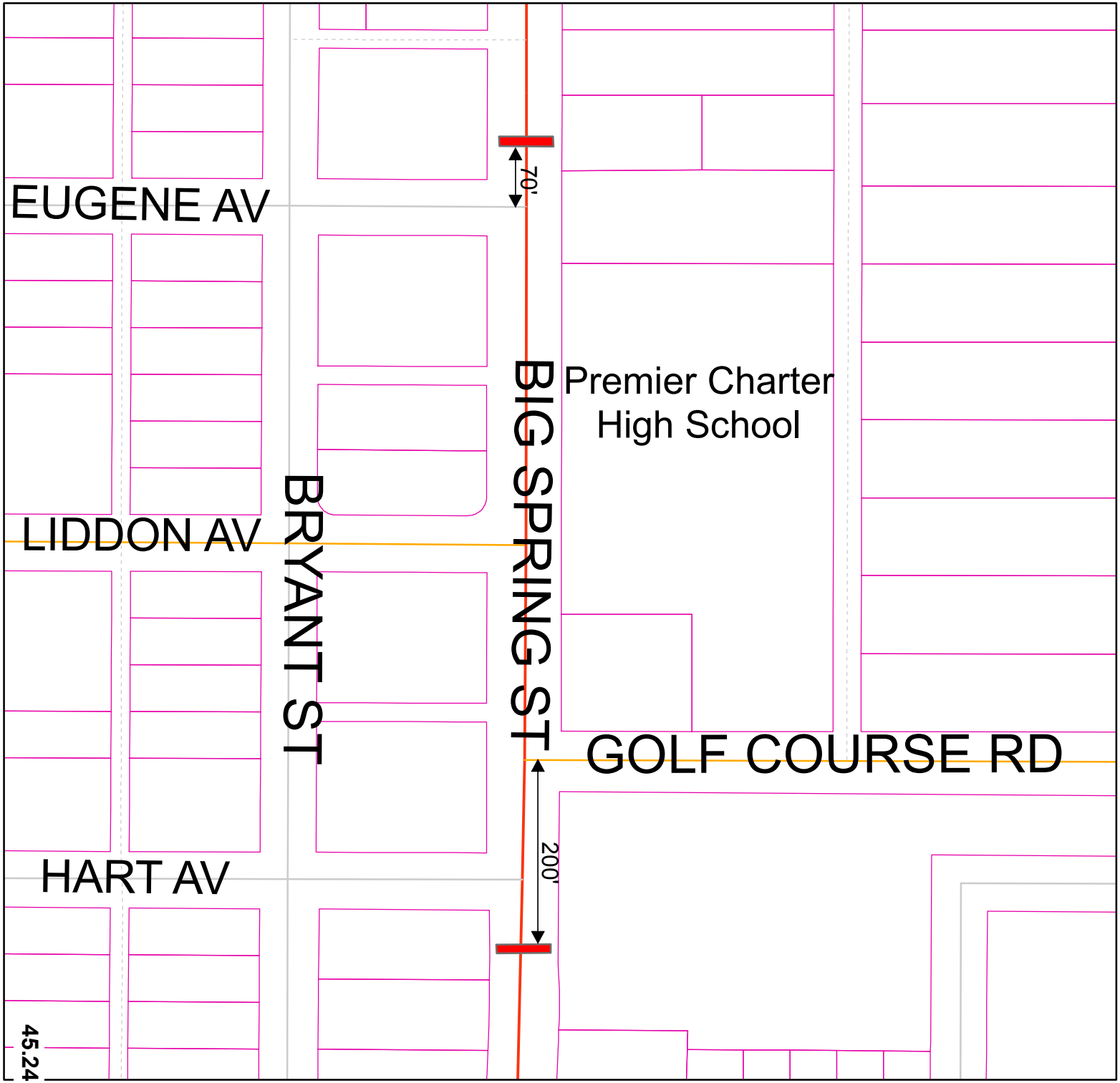
_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Gary Saunders, Transportation Manager

APPROVED AS TO FORM:

_____
Keith Stretcher, City Attorney



TRANSPORTATION
DIVISION

Premier Charter
High School

Proposed 30 m.p.h.
School Zone
7:30 -9:00 a.m.
and 2:00 - 3:30 p.m.
to be removed

N

MIDLAND
Transportation

Map by TC 7/26/11