

CITY OF MIDLAND, TEXAS
BRIEFING SESSION AGENDA
October 22, 2013 - 9:30 A.M.
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. Discuss Federally-mandated Transportation Security Administration (TSA) check-in exit lane transition.

AGENDA FOR CITY COUNCIL MEETING

October 22, 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 - Reverend Pat Bryant, Travis Baptist 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 Family Promise.

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 October 8, 2013.
6. Consider a resolution authorizing the execution of a Professional Service Agreement with Brinkley Sargent Architects, Incorporated, of Dallas, Texas, for professional architectural and engineering services for the new Municipal Court Building Project at a cost of \$805,637.00. (PURCHASING) (2013 - 372)
7. Consider a resolution approving the purchase of fertilizer, in various mixes, from Helena Chemical Company of Stanton, Texas, and BWI Companies,

Incorporated, dba BWI Dallas/Ft. Worth, of Carrollton, Texas, at a total cost not to exceed \$114,750.00. (PURCHASING) (2013 - 373)

8. Consider a resolution authorizing the execution of a contract for the construction of a new indoor batting cage facility and associated concrete work at the Scharbauer Sports Complex with Mid-Tex of Midland, Incorporated, at a total cost of \$718,000.00. (PURCHASING) (2013 - 374)
9. Consider a resolution authorizing the execution of a contract for the renovation of two stairwells at Grande Communications Stadium with Mid-Tex of Midland, Incorporated, at a total cost of \$97,000.00. (PURCHASING) (2013 - 375)
10. Consider a resolution authorizing the City Manager to advertise a request for qualifications for professional advertising services at the Midland International Airport; authorizing the City Manager to negotiate a Professional Advertising Services Agreement for said services; and providing that said agreement shall not become effective until approved by the City Council. (PURCHASING) (2013 - 376)
11. Consider a resolution rejecting all bids received for Bid No. 6957-14 for the Concession Stands Expansion Project at the Scharbauer Sports Complex. (PURCHASING) (2013 - 377)
12. Consider a resolution rejecting all bids received for Bid No. 6548-13 for management, operation, maintenance and enforcement services for a single-space parking meter system; and the meters were to be located in the downtown area. (PURCHASING) (2013 - 378)
13. Consider a resolution rejecting all bids received for Bid No. 6534-13 for the purchase of single-space parking meters that were to be located in the downtown area. (PURCHASING) (2013 - 379)
14. Consider a motion ratifying the submission of a Petition of Reconsideration to the Transportation Security Administration regarding the transfer of responsibilities for security checkpoint exit lane access control at Midland International Airport. (AIRPORTS)
15. Consider a resolution of the City of Midland, Texas ratifying all actions of the Mayor and confirming the Mayor's authority in the creation of the Midland Spaceport Development Corporation; and specifically authorizing the Midland Spaceport Development Corporation to act on behalf of the City of Midland to the extent authorized by Chapter 507 of the Texas Local Government Code; and authorizing the Mayor, City Attorney and the City Manager to file all appropriate documents. (CITY ATTORNEY'S OFFICE) (2013 - 389)

16. Consider a resolution approving a Second Amendment to and Restatement of Wholesale Water Delivery Agreement executed between the City of Midland, Texas and the Midland County Fresh Water Supply District No. 1; consenting to the issuance of Midland County Fresh Water Supply District No. 1 revenue notes; authorizing the Mayor, the City Attorney, and the City Manager to execute all documents in connection therewith; and other matters related thereto. (CITY ATTORNEY'S OFFICE) (2013 - 380)
17. Consider a resolution approving the extension of Texas 301 Ventures, L.L.C.'s provision of financing deadline; authorizing the City Manager to execute an agreement with Texas 301 Ventures, L.L.C. regarding the City of Midland's acceptance of Lots 7 and 8, Block 35, Original Town, City and County of Midland, Texas (Commonly known as the Building of the Southwest and located at 310 West Texas Avenue); authorizing the acceptance of said property; directing the City Manager to obtain a deed from the owner of said property; authorizing the City Manager to negotiate, execute and file all documents necessary for the acceptance of said property; authorizing payment for closing costs; and ordering recordation. (DOWNTOWN DEVELOPMENT) (2013 - 381)
18. Consider a resolution granting a temporary variance for the south ½ of Lot 9, Block 8, 349 Ranch Estates, City and County of Midland, Texas (Commonly known as 6306 Hopi Court), to allow for the keeping of a horse on said property. (DEVELOPMENT SERVICES) (2013 - 382)
19. Consider a resolution authorizing advertisement for sealed bids for the sale of real property described as Lot 8, Block 21, Midland Heights Addition, (Generally known as 1208 West New Jersey Street), City of Midland, Midland County, Texas; the minimum bid shall start at \$69,870.00, the fair market value as assessed by the Midland Central Appraisal District; authorizing the City Manager to procure an agent for services related to the sale of said property. (DEVELOPMENT SERVICES) (2013 - 383)
20. Consider a resolution authorizing the execution of a Public Improvement Development Agreement with DR Horton-Texas, LTD. for a Traffic Impact Analysis for the State Highway 349 corridor and the Fairgrounds Road corridor; and depositing funds therefor; said agreement being authorized by Section 395.081 of the Texas Local Government Code. (ENGINEERING SERVICES) (2013 - 384)
21. Consider a resolution approving plans and specifications and authorizing advertisement for bids for the Lamesa Road Paving Improvement Project; said project will be for approximately 1.5 miles of reconstruction of Lamesa Road between Dormard Avenue and Walnut Lane. (ENGINEERING SERVICES) (2013 - 385)

22. Consider a motion on a request by Schumann Engineering Company, Inc. for the Melody Acres – Eleventh Section, to approve items requested for deferral and to waive the associated public improvement guarantee. The subject property is located at 12 Tattenham Corner, approximately 1500' west of North Midland Drive. (ENGINEERING SERVICES)
23. Consider a resolution accepting a grant award from the Texas “J” Regional Advisory Council in the amount of \$9,563.00, for funds to be used by the Midland Fire Department for training equipment and supplies. (FIRE) (2013 - 386)
24. Consider a resolution authorizing the execution of a Professional Services Agreement Task Order with Parkhill, Smith & Cooper, Incorporated, for professional engineering services for the City's Landfill Solid Waste Support III Project, at an estimated total cost of \$391,600.00; and appropriating funds. (SOLID WASTE) (2013 - 387)

SECOND READINGS

25. Consider an ordinance on second reading vacating and abandoning a 0.3863-portion of Elm Avenue right-of-way adjacent to Lots 1-12, Block 8, and a 0.1445-acre portion of Elm Avenue right-of-way adjacent to Lots 11-13, Block 7, all out of Lynside Neighborhood Addition, City and County of Midland, Texas (Generally located on both the north and south sides of Elm Avenue between North Tyler Street and North Carver Street); adopting the appraisal by the City Manager of \$2,312.00; waiving the fee for the cost of the right-of-way; and ordering recordation by the City Secretary. (DEVELOPMENT SERVICES)(First reading held July 10, 2013)(9041)
26. Consider an ordinance on second reading changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by permitting Lot 1A, Block 5, and Lots 2A-5A and 7A, Block 4, Bizzell-Kiser, Section 5, and Lot 6B, Block 4, Bizzell-Kiser, Section 6, and a 0.45-acre portion of Tract 4, Bizzell-Kiser, and Lots 10A-16A, Block 7, Bizzell-Kiser, Section 5, and a 0.145-acre portion of Tract 7, Bizzell-Kiser, and all of Block 3, Bizzell-Kiser, Sections 4 and 5, and Lots 1A, 10A-12A, Block 4, Bizzell-Kiser, Section 5, and Lots 8B and 9B, Block 4, Bizzell-Kiser, Section 6, and Lot 2A, Block 5, Bizzell-Kiser, Section 5, and Lots 1A-3A, 5A-9A, 12A-22A, Block 6, Bizzell-Kiser, Section 5, and Lots 10A and 11A, Block 6, Bizzell-Kiser, Section 4, and a 0.166-acre portion of Tract 6, Bizzell-Kiser, and Lots 1A and 2A, Block 7, Bizzell-Kiser, Section 4, and Lots 3A-9A, Block 7, Bizzell-Kiser, Section 5, and a 0.656-acre portion of Tract 7, Bizzell-Kiser, and Lots 1A-4A, Block 9, Bizzell-Kiser, Section 4, and a 0.45-acre portion of Tract 9, Bizzell-Kiser, and all of Block 10, Bizzell-Kiser, Section 4, and Lots 1A-7A, Block 11, Bizzell-Kiser, Section 4, and Lot 8A, Block 11, Bizzell-Kiser, Section 5, and a 0.87-acre portion of Tract 11, Bizzell-Kiser, and all of Block 12, Bizzell-Kiser, Section 4, and Lots 1A-21A, Block 13, Bizzell-Kiser, Section 7, and Lots 22B and 23B, Block 13, Bizzell-Kiser, Section

8, and Lots 1A-18A, Block 14, Bizzell-Kiser, Section 4, and a 0.18-acre portion of Tract 14, Bizzell-Kiser, and Blocks 45 and 46, Belmont Addition, and all adjacent and previously vacated rights-of-way, City and County of Midland, Texas, and more specifically described in Section One hereof, which is presently zoned MH, Manufactured Home Dwelling District, in part, and 1F-3, One-Family Dwelling District, in part, to be used as a PD, Planned District for a Housing Development (Generally located south of East Gist Avenue, between South Main Street and South Terrell Street); 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)(First reading held October 8, 2013.)(9190)

27. Consider an ordinance on second reading changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by permitting Lot 1, Block 2, Grandridge Park Addition, Section 1, City and County of Midland, Texas, which is presently zoned PD, Planned District for a Recreation Center, to be used as a PD, Planned District for a Shopping Center (Generally located near the northwest corner of the intersection of North Loop 250 West and Holiday Hill Road); 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)(First reading held October 8, 2013.)(9191)
28. Consider an ordinance on second reading changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by permitting Lot 1, Block 3, Lindsay Acres 2nd Section Addition, City and County of Midland, Texas, which is presently zoned LR-2, Local Retail District, to be used as a PD, Planned District for a Shopping Center (Generally located on the corner of Rankin Highway and Stokes Avenue); 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)(First reading held October 8, 2013.)(9192)
29. Consider an ordinance on second reading changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by permitting a 40.181-acre tract of land out of Section 23, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, which is presently zoned AE, Agriculture Estate District, to be used as a 1F-1, One-Family Dwelling District (Generally located between Golden Gate Drive and Avalon Drive, approximately 130 feet north of Gladiola Avenue); containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (DEVELOPMENT

SERVICES)(First reading held October 8, 2013.)(9193)

30. Consider an ordinance on second reading changing the zoning use classification of the property described as 1.807-acre tract of land out of Section 5, Block "X", H.P. Hilliard Survey, City and County of Midland, Texas (Generally located on the north side of West Loop 250 North, approximately 675 feet west of North Midkiff Road), which is presently zoned LR-2, Local Retail District, by permitting said property to be used under a Specific Use Permit with Term for a billboard; 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)(First reading held October 8, 2013.)(9194)
31. Consider an ordinance on second reading vacating and abandoning a 0.025-acre portion of alley right-of-way adjacent to Lots 3 and 4, Block 17, 349 Ranch Estates Addition, Section 3, City and County of Midland, Texas (Generally located on the north side of Arapahoe Road, approximately 700 feet east of North State Highway 349); adopting the appraisal by the City Manager of \$1,091.00; waiving the fee for the cost of the right-of-way; and ordering recordation by the City Secretary. (DEVELOPMENT SERVICES)(First reading held October 8, 2013.)(9195)
32. Consider an ordinance on second reading granting to Oncor Electric Delivery Company LLC, its successors and assigns, an electric power franchise to use the present and future streets, alleys, highways, public utility easements, public ways and public property of the City of Midland, Texas, providing for compensation therefor, providing for an effective date and a term of said franchise, providing for written acceptance of this franchise, providing for the repeal of all existing franchise ordinances to Oncor Electric Delivery Company LLC, its predecessors and assigns, and finding that the meeting at which this ordinance is passed is open to the public. (PURCHASING)(First reading held October 8, 2013.)(9196)

PUBLIC HEARINGS

33. Consider an ordinance changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by permitting Lot 2A, Block 165, Wilshire Park Addition, Section 19, City and County of Midland, Texas, which is presently zoned PD, Planned District for a Housing Development, to be used as an Amended Planned District (Generally located on the southeast corner of Leisure Drive and Beal Parkway); 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) (9197)

34. Consider a resolution granting a variance for Lot 2, Block 5, Suffolk Place, City and County of Midland, Texas (Generally located on the south side of Shell Avenue, approximately 100 feet west of Sparks Street), by permitting access to said property from an unpaved alley that does not conform to City of Midland standard specifications. (DEVELOPMENT SERVICES) (2013 - 388)

MISCELLANEOUS

35. Consider a 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. (DEVELOPMENT SERVICES) (2013 - 275)
36. Consider an ordinance vacating and abandoning a 6,000 square foot north/south alley adjacent to Lots 1-12, Block 41, Belmont Addition, City and County of Midland, Texas (Generally located on the east side of Rankin Highway between West Stokes Avenue and West Wolcott Avenue); adopting the appraisal by the City Manager of \$600.00; and ordering recordation by the City Secretary. (DEVELOPMENT SERVICES) (9198)
37. Consider an ordinance vacating and abandoning a 0.78-acre portion of drainage and utility easements located within Lot 1, Block 1, Horseshoe Addition, City and County of Midland, Texas (Generally located on the north side of West Interstate Highway 20, approximately 1,100 feet west of Cotton Flat Road); adopting the appraisal by the City Manager of \$9,286.97; waiving the fee for the cost of the easements; and ordering recordation by the City Secretary. (DEVELOPMENT SERVICES) (9199)
38. Consider an ordinance vacating and abandoning a 0.64-acre portion of a dedicated 80-foot public right-of-way located within Section 35, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas (Generally located at the northwest corner of Grassland Estates, Section 7); adopting the appraisal by the City Manager of \$226.00; waiving the fee for the cost of the right-of-way; retaining a public utility easement; and ordering recordation by the City Secretary. (DEVELOPMENT SERVICES) (9200)
39. Consider an ordinance designating and approving parking spaces on a portion of the west side of Idlewilde Drive from a point 265 feet north of the north curb line of Princeton Avenue and continuing north a distance of 140 feet as reserved for the parking of motor vehicles operated by law enforcement officers; 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) (9201)

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

EXECUTIVE SESSION

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

- a. Section 551.087 Deliberate Economic Development Negotiations

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

- b. Section 551.074 Personnel Matters

- b.1. Deliberate the employment, evaluation, compensation and duties of the Municipal Court Presiding Judge and the Municipal Court Associate Judge.

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
October 08, 2013**

BRIEFING SESSION

The City Council convened in a Briefing Session in the basement conference room, City Hall, Midland, Texas, at 9:30 a.m. on October 08, 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: City Manager Courtney Sharp, City Attorney Keith Stretcher, Deputy City Manager Tommy Hudson, Assistant City Manager Jim Nichols, Assistant to the City Manager Robert Patrick, City Secretary Amy Turner, Administrative Services Director Catherine Clifton, Engineering Services Director Jose Ortiz, Chief Information Officer Sharlett Chowning, Downtown Development Director Genora Young, Accounting Manager Charlene Fox, and Internal Auditor Debbie Gotovac.

1. Receive an update from Communications and Information Systems regarding Enterprise Resource Planning and Departmental Initiatives.

Chief Information Officer Sharlett Chowning reviewed where the Communications and Information Services Department was when she arrived a few years ago, where they are now and the direction they are looking to head. They have been working mainly on their infrastructure and will now begin addressing software applications. They have evaluated all of their services and are beginning to address other issues on a prioritized basis. Their goal is to have an integrated system with the ability to communicate data seamlessly between systems with a common user interface to benefit both field personnel and citizens.

When asked how this ties into the goal of the City Council, Ms. Chowning noted it will make personnel more efficient noting technology is based on the needs of the community and having a good basic infrastructure and foundation that is changeable to current needs.

Ms. Chowning briefly reviewed the schedule. Today, staff is asking Council to approve an RFP and they expect to return in January with a contract.

The foregoing agenda items were discussed by the City Council with no formal action taken. The Briefing Session was adjourned at 10:02 a.m.

REGULAR SESSION

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:08 a.m., October 08, 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, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 27, 30, 31, 32, 11, 12, 13, 20, 28, 29, 33, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 34, 35, 36, 47, 48.

OPENING ITEMS

1. Invocation - Pastor Robert Pase, Grace Lutheran Church
2. Pledge of Allegiance

PRESENTATIONS

3. Presentation of special events, organizations, individuals, or periods of time including, but not limited to:
 - a. Council Member James and Mayor Perry presented a Proclamation for Breast Cancer Awareness Month & Pink the Basin Breast Cancer Awareness Day.
 - b. Mayor Perry and City Manager Sharp presented retirement commendations to Janice Jackson and Vincent Hancock.

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.

Rachel Stone, 1902 N. Pecos, reported that since the last meeting, Morris Williams informed her of the procedures to report trash in the City. She was thankful for the follow up.

CONSENT AGENDA

Council Member James moved to approve Consent Agenda items 5 - 32 excluding 11, 12, 13, 20, 28, 29; 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.

5. Approved a motion approving the following minutes:
 - a. Regular Meeting of September 24, 2013.
6. Approved a resolution nominating an individual to the Midland Central Appraisal District Board (MCAD) of Directors. (FINANCE)

RESOLUTION NO. 2013 - 348

RESOLUTION NOMINATING W. WESLEY PERRY FOR THE MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; AND DIRECTING THE CITY MANAGER TO DELIVER A COPY OF THIS RESOLUTION TO THE MIDLAND CENTRAL APPRAISAL DISTRICT

7. Approved a resolution approving a contract with the single bidder, Lamesa Irrigation Company, for two (2) center pivot irrigation systems and parts for the Spraberry Farm. (PURCHASING)

RESOLUTION NO. 2013 - 349

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE PURCHASE AND INSTALLATION OF TWO (2) CENTER PIVOT IRRIGATION SYSTEMS, PLUS RELATED EXTRA PARTS, FOR USE AT THE CITY'S SPRABERRY FARM FROM THE SOLE BIDDER, LAMESA IRRIGATION COMPANY, OF LAMESA, TEXAS, AT A TOTAL COST OF \$154,481.32

8. Approved a resolution approving the purchase of an estimated annual supply of 200,000 pounds of Liquid Anhydrous Ammonia to treat the City's drinking water for the Utilities Department. (PURCHASING)

RESOLUTION NO. 2013 - 350

RESOLUTION AUTHORIZING THE PURCHASE OF AN ANNUAL SUPPLY OF LIQUID ANHYDROUS AMMONIA FOR TREATING CITY OF MIDLAND DRINKING WATER FROM BRENTAG SOUTHWEST, INCORPORATED, AT A TOTAL COST OF \$213,400.00

9. Approved a resolution approving the purchase of one (1) - water truck tandem axle cab and chassis and three (3) - refuse truck tandem axle cab and chassis' from Roberts Truck Center for the Garage Division; one (1) - refuse cart truck tandem axle cab and chassis through HGAC from Rush Truck Center of Texas L.P. for the Garage Division. (PURCHASING)

RESOLUTION NO. 2013 - 351

RESOLUTION APPROVING THE PURCHASE OF ONE (1) WATER TRUCK TANDEM AXLE CAB & CHASSIS AND TWO (2) REFUSE TRUCK TANDEM AXLE CAB & CHASSIS' FROM ROBERTS TRUCK CENTER, OF MIDLAND, TEXAS, FOR \$358,600.00; AND APPROVING THE PURCHASE OF ONE (1) REFUSE CART TRUCK TANDEM AXLE CAB & CHASSIS FROM RUSH TRUCK CENTER OF TEXAS, L.P., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL, FOR \$157,960.00; TOTAL COST FOR THE FOUR (4) TANDEM AXLE CAB & CHASSIS' IS \$516,560.00

10. Approved a resolution authorizing the issuance of a request for proposals for a city-wide Enterprise Resource Planning (ERP) system for the Communications and Information Systems Department. (PURCHASING)

RESOLUTION NO. 2013 - 352

RESOLUTION AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS FOR A CITY-WIDE ENTERPRISE RESOURCE PLANNING SYSTEM; AND THIS SOFTWARE SYSTEM SHALL ADDRESS THE REPLACEMENT OF THE CITY'S CURRENT FINANCIAL AND COMMUNITY DEVELOPMENT SYSTEMS

14. Approved a motion authorizing the City Manager to negotiate and execute an agreement with the appropriate entity to allow artwork, and sculptural art and exhibits at the Midland International Airport. (CITY ATTORNEY)
15. Approved a resolution approving an agreement between the MDC and Midland College. (CITY ATTORNEY'S OFFICE)

RESOLUTION NO. 2013 - 356

RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND MIDLAND COLLEGE, AS AUTHORIZED BY CHAPTERS 504 AND 501 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED

16. Approved a resolution authorizing the acceptance of \$55,815.00 in reimbursement funds from Texas Department of State Health Services to assist the Health and Senior Services Division with the delivery of Local Public Health Services. (COMMUNITY SERVICES)

RESOLUTION NO. 2013 - 357

RESOLUTION AUTHORIZING THE ACCEPTANCE OF REIMBURSEMENT FUNDS FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES IN THE AMOUNT OF \$55,815.00 TO ASSIST THE HEALTH AND SENIOR SERVICE DIVISION WITH THE DELIVERY OF LOCAL PUBLIC HEALTH SERVICES; AND AUTHORIZING THE EXECUTION OF ACCEPTANCE DOCUMENTS

17. Approved a resolution authorizing the acceptance of \$100,950.00 in reimbursement funds from Texas Department of State Health Services to assist the Health and Senior Services Division with the delivery of Public Health Emergency Preparedness Services. (COMMUNITY SERVICES)

RESOLUTION NO. 2013 - 358

RESOLUTION AUTHORIZING THE ACCEPTANCE OF \$100,950.00 IN REIMBURSEMENT FUNDS FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES TO ASSIST THE HEALTH AND SENIOR SERVICE DIVISION WITH THE DELIVERY OF PUBLIC HEALTH EMERGENCY PREPAREDNESS SERVICES; AND AUTHORIZING THE EXECUTION OF ACCEPTANCE DOCUMENTS

18. Approved a resolution authorizing the acceptance of \$150,358.00 in reimbursement funds from Texas Department of State Health Services to assist the Health and Senior Services Division with the delivery of Immunization Services. (COMMUNITY SERVICES)

RESOLUTION NO. 2013 - 359

RESOLUTION AUTHORIZING THE ACCEPTANCE OF REIMBURSEMENT FUNDS FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES IN THE AMOUNT OF \$150,358.00 TO ASSIST THE HEALTH AND SENIOR SERVICE DIVISION WITH THE DELIVERY OF IMMUNIZATIONS; AND AUTHORIZING THE EXECUTION OF ACCEPTANCE DOCUMENTS

19. Approved a resolution authorizing the acceptance of \$19,789.00 in reimbursement funds from Texas Department of State Health Services to assist the Health and Senior Services Division with delivery of Refugee Immunizations Services. (COMMUNITY SERVICES)

RESOLUTION NO. 2013 - 360

RESOLUTION AUTHORIZING THE ACCEPTANCE OF REIMBURSEMENT FUNDS FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES IN THE AMOUNT OF \$19,789.00 TO ASSIST THE HEALTH AND SENIOR SERVICE DIVISION WITH THE DELIVERY OF REFUGEE IMMUNIZATIONS SERVICES; AUTHORIZING THE EXECUTION OF ACCEPTANCE DOCUMENTS; AND APPROPRIATING FUNDS

21. Approved a resolution approving the issuance of a 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 North Midkiff Road). (DEVELOPMENT SERVICES)

RESOLUTION NO. 2013 - 362

RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO ENDEAVOR ENERGY RESOURCES, L.P. ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 330 FEET FROM THE NORTH LINE AND 1,831 FEET FROM THE WEST LINE, SECTION 9, BLOCK "X", H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF PASSAGE WAY, APPROXIMATELY 1,800 FEET EAST OF NORTH MIDKIFF ROAD); AND PROVIDING THAT SAID PERMIT DOES NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT

22. Approved an amendment to an oil and gas well drilling permit to CrownQuest Operating, LLC (Operator), for a Permit to Drill an Oil & Gas Well within the City Limits, (COM Nail #2) located 660 feet from the north line and 2,173 feet from the east line located in Section 36, Block 39, T-1-N, T&P RR Co. Survey, City of Midland and County of Martin, Texas. (Generally located on the east side of the State Highway 349, approximately three (3) miles north of Arapahoe Road). (DEVELOPMENT SERVICES)

RESOLUTION NO. 2013 - 363

RESOLUTION APPROVING AN AMENDMENT TO THE PERMIT ISSUED TO CROWNQUEST OPERATING, LLC ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 660 FEET FROM THE NORTH LINE AND 2,173 FEET FROM THE EAST LINE, SECTION 36, BLOCK 39, T-1-N, T&P RR CO. SURVEY, CITY OF MIDLAND AND MARTIN COUNTY, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF THE STATE HIGHWAY 349, APPROXIMATELY 3 MILES NORTH OF ARAPAHOE ROAD); SAID AMENDMENT AUTHORIZES THE WELL LOCATION TO BE MOVED 153 FEET TO THE EAST FOR A NEW WELL LOCATION OF 660 FEET FROM THE NORTH LINE AND 2,020 FEET FROM THE EAST LINE, SECTION 36, BLOCK 39, T-1-N, T&P RR CO. SURVEY, CITY OF MIDLAND AND MARTIN COUNTY, TEXAS

23. Approved a resolution amending the TIRZ Bylaws ARTICLE II, Section, Regular Meetings. (DOWNTOWN DEVELOPMENT)

RESOLUTION NO. 2013 - 364

RESOLUTION APPROVING THE AMENDED BYLAWS OF THE MIDLAND TAX INCREMENT REINVESTMENT ZONE NO. 1 (TIRZ)

24. Approved a resolution authorizing the execution of a Public Improvement Development Agreement with Universal Pressure Pumping for the installation of water distribution improvements to serve the Universal Pressure Pumping site in the amount of \$174,510. The subject property is generally located along Industrial Avenue approximately 1,000' west of Midland Drive. Said agreement being authorized by Section 395.081 of the Texas Local Government Code. (ENGINEERING SERVICES)

RESOLUTION NO. 2013 - 365

RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC IMPROVEMENT DEVELOPMENT AGREEMENT WITH UNIVERSAL PRESSURE PUMPING, INC. FOR DEVELOPMENT OF TIMBERLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ALONG INDUSTRIAL AVENUE, APPROXIMATELY 1,000 FEET WEST OF MIDLAND DRIVE); AND APPROPRIATING FUNDS IN THE AMOUNT OF \$174,510.00 THEREFOR; SAID AGREEMENT BEING AUTHORIZED BY SECTION 395.081 OF THE TEXAS LOCAL GOVERNMENT CODE

25. Approved a resolution authorizing the execution of an amendment to the Public Improvement Development Agreement with Brighton Country Development to allow the Engineer (Parkhill, Smith & Cooper) to request payment for Engineering Services for the portion of Briarwood Avenue associated with the City Participation. Said agreement being authorized by Section 395.081 of the Texas Local Government Code. (ENGINEERING SERVICES)

RESOLUTION NO. 2013 - 366

RESOLUTION AUTHORIZING THE EXECUTION OF AN ADDENDUM TO THE PUBLIC IMPROVEMENT DEVELOPMENT AGREEMENT WITH BRIGHTON COUNTRY DEVELOPMENT, LLC FOR DEVELOPMENT OF CROSS POINTE ADDITION; SAID AGREEMENT BEING AUTHORIZED BY SECTION 395.081 OF THE TEXAS LOCAL GOVERNMENT CODE

26. Approved a resolution authorizing City Staff to advertise a Request for Qualification (RFQ) for firms to provide professional services to perform a requested Engineering Designs and Studies on an as needed basis. (ENGINEERING SERVICES)

RESOLUTION NO. 2013 - 367

RESOLUTION AUTHORIZING THE CITY MANAGER TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES FOR FIRMS TO PROVIDE ENGINEERING DESIGNS AND STUDIES ON AN AS-NEEDED BASIS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE PROFESSIONAL SERVICES AGREEMENTS FOR SAID SERVICES; AND PROVIDING THAT SAID AGREEMENTS SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL

27. Approved a resolution authorizing City Staff to renew the Water/Wastewater/FH Taps project with TEC Excavation, Inc. in the amount of \$500,000. (ENGINEERING SERVICES)

RESOLUTION NO. 2013 - 368

RESOLUTION AUTHORIZING THE RENEWAL OF THE CONTRACT WITH TEC EXCAVATION, INC. FOR THE WATER, WASTEWATER AND FIRE HYDRANT TAPS PROJECT FOR ONE (1) ADDITIONAL SIX (6) MONTH TERM; AND APPROPRIATING \$500,000 THEREFOR

30. Approved a resolution authorizing a Right-of-Way Agreement and a Surface Damage Agreement with Vitol Midstream Pipeline 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. (ENGINEERING SERVICES)

RESOLUTION NO. 2013-371

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 SHALL AUTOMATICALLY RENEW AT THE END OF THE TERM FOR ONE ADDITIONAL TWENTY (20) YEAR TERM UPON 90 DAYS WRITTEN REQUEST PRIOR TO EXPIRATION

31. Approved a resolution authorizing the renewal of an Operating Certificate for Big John's Limousine Service. (POLICE)

RESOLUTION NO. 2013 - 369

RESOLUTION AUTHORIZING RENEWAL OF AN OPERATING CERTIFICATE FOR BIG JOHN'S LIMO SERVICE; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE.

32. Approved a resolution authorizing a Right-of-Way License for Dawson Geophysical Company near the Water Pollution Control Plant. (UTILITIES)

RESOLUTION NO. 2013 - 370

RESOLUTION AUTHORIZING THE EXECUTION OF A SIX-MONTH RIGHT OF WAY LICENSE WITH DAWSON GEOPHYSICAL COMPANY, FOR SEISMIC TESTING ACROSS CITY-OWNED PROPERTY IN BLOCK 38-1-S, SECTION 44, AND BLOCK 38-2-S, SECTIONS 4, 5, 8, 9 AND 10, MIDLAND COUNTY, TEXAS, NEAR THE WATER POLLUTION CONTROL PLANT

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

11. Consider a resolution authorizing the issuance of a request for qualifications for a consultant to perform a Hydraulic Model Update and Evaluation of the City of Midland's Existing Water System for the Utilities Department. (PURCHASING)

RESOLUTION NO. 2013 - 353

RESOLUTION AUTHORIZING ISSUANCE OF A REQUEST FOR QUALIFICATIONS FOR A CONSULTANT TO PERFORM A HYDRAULIC MODEL UPDATE AND EVALUATION OF THE CITY OF MIDLAND'S EXISTING WATER SYSTEM FOR THE UTILITIES DEPARTMENT

Interim Director of Utilities Matt Irvin introduced himself and explained computerized hydraulic modeling. Staff noted that the person who has worked on this model has

started her own company which is why they are going out for RFQ.

Mr. Irvin answered questions about how the modeling works noting it does not take into consideration the age of the infrastructure but those items can be accounted for in the modeling by making adjustments.

Council Member James moved to adopt Resolution No. 2013 - 353; 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.

12. Consider a resolution authorizing the issuance of a request for qualifications for an Agronomic Compliance Consultant for the Utilities Department. (PURCHASING)

RESOLUTION NO. 2013 - 354

RESOLUTION AUTHORIZING ISSUANCE OF A REQUEST FOR QUALIFICATIONS FOR AN AGRONOMIC COMPLIANCE CONSULTANT FOR THE UTILITIES DEPARTMENT

City Manager Courtney Sharp answered questions about the RFP computer requirements.

Council Member Trost moved to adopt Resolution No. 2013 - 354; 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.

13. Consider a resolution approving a request for proposals for an oil and gas lease at the Midland International Airport. (PURCHASING)

RESOLUTION NO. 2013 - 355

RESOLUTION AUTHORIZING ADVERTISEMENT FOR PROPOSALS TO LEASE LAND AT THE MIDLAND INTERNATIONAL AIRPORT FOR THE PURPOSES AND WITH THE EXCLUSIVE RIGHT OF EXPLORING, DRILLING, AND OPERATING FOR, PRODUCING AND OWNING OIL AND GAS; AND APPROVING AN OIL AND GAS LEASE; AND DETERMINING THAT IT IS ADVISABLE TO LEASE SAID LAND FOR THE PURPOSES AND WITH THE EXCLUSIVE RIGHT OF EXPLORING, DRILLING, AND OPERATING FOR, PRODUCING AND OWNING OIL AND GAS; SAID ADVERTISEMENT FOR REQUEST FOR PROPOSALS SHALL BE IN CONFORMITY WITH VERNON'S TEXAS CODES ANNOTATED CHAPTER 71 OF THE NATURAL RESOURCES CODE

When asked if staying away from Airpark, Director of Airports Marv Esterly noted there were a number of challenges at Airpark and they are now looking at Midland International Airport where they have over 300 surface acres. Council Member Dufford noted Airpark is still available but there are just more challenges with accessing the land. Mr. Esterly noted they are using the same template as used for Airpark with a few changes.

Council Member Trost moved to adopt Resolution No. 2013 - 355; seconded by Council Member Morales. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

20. Consider a resolution authorizing the Parks & Recreation Endowment Committee to extend the hours of the Kick-Off Cook-Off from 12:00 a.m. through 6:00 a.m. on Sunday,

October 20, 2013. (COMMUNITY SERVICES)

RESOLUTION NO. 2013 - 361

RESOLUTION AUTHORIZING THE PARKS AND RECREATION ENDOWMENT COMMITTEE TO EXTEND THE HOURS OF THE KICK-OFF COOK-OFF FROM 12:00 A.M. THROUGH 6:00 A.M. ON SUNDAY, OCTOBER 20, 2013 AT THE SCHARBAUER SPORTS COMPLEX

Council Member Morales thanked all the people who worked on this great event. Community Services Director Tina Jauz noted the hours begin on Saturday to allow people to stay with their cookers overnight. It was noted that money raised by this event will benefit the endowment fund.

Council Member Trost moved to adopt Resolution No. 2013 - 361; 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.

28. Consider a motion on a request by Schumann Engineering Company, Inc. for the Llano Estacado Addition - Section 3, to approve items requested for deferral and to waive the associated public improvement guarantee in the amount of \$\$ 369,153.00. The subject property is located between Avalon Drive and Golden Gate Road approximately 850' south of Mockingbird Lane. (ENGINEERING SERVICES)

City Engineer David Beard reported the applicant obtained a deferral in 2009 based on the distance from utilities. They have since built a house and are wishing to convert their construction loan to a mortgage but the property is too large. Therefore, they are replatting to meet the bank's requirements and staff recommends approval.

Council Member Sparks moved to approve a motion on a request by Schumann Engineering Company, Inc. for the Llano Estacado Addition - Section 3, to approve items requested for deferral and to waive the associated public improvement guarantee in the amount of \$ 369,153.00. The subject property is located between Avalon Drive and Golden Gate Road approximately 850' south of Mockingbird Lane. ; seconded by Council Member Morales. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

29. Consider a motion for Country Sky Addition, to approve a blanket deferral agreement and to waive the associated public improvement guarantee. (ENGINEERING SERVICES)

City Engineer David Beard reported that in the second meeting of October, 2012, Council approved a blanket deferral of Country Sky Addition for a term of one year. This was a subdivision developed in the County and later annexed into the City. The roads were paved to County standards, there is waterline and all properties are on septic. This request is for a blanket renewal of the entire subdivision.

Council Member Dufford moved to approve a motion for Country Sky Addition, to approve a blanket deferral agreement and to waive the associated public improvement guarantee; 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.

SECOND READINGS

33. Consider an ordinance on second reading 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) (First reading held September 24, 2013)

ORDINANCE NO. 9182

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

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9182.

Council Member James moved to approve the second and final reading of Ordinance No. 9182 in accordance with the Charter of the City of Midland; seconded by Council Member Sparks.

Council Member Sparks reported that D.R. Horton graciously gave the City a 10 foot easement for pedestrian access along Mockingbird for hike and bike trails and expressed his appreciation. Interim Planning Division Manager Jim Compton noted they would draw a line on the mylar to indicate the easement.

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

34. Consider an ordinance on second reading on a request by Bobby Hill / Grace Partnership LLC for a zone change from O-1, Office District to O-2, Office District on the east 1.612-acres of Lot 7, Block 3, Gateway Plaza, Section 2, City and County of Midland, Texas. (Generally located on the north side of Starboard Drive, approximately 350 feet east of South Tradewinds Boulevard.) (DEVELOPMENT SERVICES) (First reading held September 24, 2013)

ORDINANCE NO. 9184

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 1.612-ACRE PORTION OF LOT 7, BLOCK 3, GATEWAY PLAZA, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY

ZONED O-1, OFFICE DISTRICT, TO BE USED AS AN O-2, OFFICE DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF STARBOARD DRIVE, APPROXIMATELY 350 FEET EAST OF SOUTH 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

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9184.

Council Member Dufford moved to approve the second and final reading of Ordinance No. 9184 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.

35. Consider an ordinance on second reading on a request by North Financial Building Partners for a zone change from O-2, Office District to LR-2, Local Retail District on the north 0.938-acres of Lot 2, Block 2, Wallco Addition, Section 3, City and County of Midland, Texas. (Generally located on the southwest corner of the intersection of N. Big Spring Street and Veterans Airpark Lane.) (DEVELOPMENT SERVICES) (First reading held on September 24, 2013)

ORDINANCE NO. 9185

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 0.938-ACRE PORTION OF LOT 2, BLOCK 2, WALLCO ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED O-2, OFFICE DISTRICT, TO BE USED AS AN LR-2, LOCAL RETAIL DISTRICT (GENERALLY LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND VETERANS AIRPARK LANE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9185.

Council Member Sparks moved to approve the second and final reading of Ordinance No. 9185 in accordance with the Charter of the City of Midland; seconded by Council Member Morales. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

36. Consider an ordinance on second reading on a request by Palio's Westbound, Inc. for a Specific Use Permit with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on 3,038 square feet portion of Lot 19A, Block 5, North Park, Section 16, City and County of Midland, Texas. (Generally located north side of W. Loop 250 North, approximately 750 feet west of Whitman Drive.) (DEVELOPMENT SERVICES) (First reading held on September 24, 2013)

ORDINANCE NO. 9186

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS A 3,038 SQUARE FOOT PORTION OF LOT 19A, BLOCK 5, NORTH PARK, SECTION 16, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 750 FEET WEST OF WHITMAN DRIVE), WHICH IS PRESENTLY

ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9186.

Council Member Sparks moved to approve the second and final reading of Ordinance No. 9186 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.

37. Consider an ordinance on second reading on a request by D. R. Horton / Texas Ltd. for a zone change from 2F, Two-Family Dwelling District on Lots 1 thru 11 and Lots 26 thru 28, Block 1, on Lots 1 thru 13, Block 2, Adobe Meadows, Section 1; and on Lots 10 thru 12, the west 0.109-acres of Lot 13, the west 2.967-acres of Tract "A", Block 8, Adobe Meadows, Section 3; to 1F-3, One-Family Dwelling District; and from 2F, Two-Family Dwelling District on Lots 5 thru 10, Block 9, Adobe Meadows, Section 4, to 1F-2, One-Family Dwelling District; and from PD, Planned District for a Housing Development on the east 0.058-acres of Lot 13, Lots 14 thru 16 and the east 4.057-acres of Tract "A", Block 8, Adobe Meadows, Section 3, 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) (First reading held on September 24, 2013)

ORDINANCE NO. 9187

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOTS 1-11 AND LOTS 26-28, BLOCK 1, AND LOTS 1-13, BLOCK 2, ADOBE MEADOWS, SECTION 1, AND LOTS 10-12, THE WEST 0.109 ACRES OF LOT 13, AND THE WEST 2.967 ACRES OF TRACT "A", BLOCK 8, ADOBE MEADOWS, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED 2F, TWO-FAMILY DWELLING DISTRICT, TO BE USED AS A 1F-3, ONE-FAMILY DWELLING DISTRICT; BY PERMITTING LOTS 5-10, BLOCK 9, ADOBE MEADOWS, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED 2F, TWO-FAMILY DWELLING DISTRICT, TO BE USED AS A 1F-2, ONE-FAMILY DWELLING DISTRICT; BY PERMITTING THE EAST 0.058 ACRES OF LOT 13, LOTS 14-16, AND THE EAST 4.057 ACRES OF TRACT "A", BLOCK 8, ADOBE MEADOWS, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT, TO BE USED AS A 1F-3, ONE-FAMILY DWELLING DISTRICT(GENERALLY LOCATED ON THE EAST SIDE OF STATE HIGHWAY 349, NORTH OF THE EAST EXTENSION OF MOCKINGBIRD LANE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9187.

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

No. 9187 in accordance with the Charter of the City of Midland; seconded by Council Member Morales. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

38. Consider an ordinance on second reading on a request by Sonoma Housing Advisors, LLC for a Site Plan Review on a 10.79-acre tract of land out of Section 1, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas. (Generally located on the east side of S. Lamesa Road, approximately 1,000 feet north of E. Interstate Hwy 20.) (DEVELOPMENT SERVICES) (First reading held September 24, 2013)

ORDINANCE NO. 9188

AN ORDINANCE ADOPTING A SITE PLAN FOR A 10.79-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH LAMESA ROAD, APPROXIMATELY 1,000 FEET NORTH OF EAST INTERSTATE HIGHWAY 20); SUBJECT TO THE FOLLOWING CONDITIONS AND RESTRICTIONS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9188.

Council Member James moved to approve the second and final reading of Ordinance No. 9188 in accordance with the Charter of the City of Midland; seconded by Council Member Love.

Bill Fisher, Dallas, noted there were previously questions about whether this multi-family project would include affordable housing units. They have received funding from the state as well as private development funds. Twenty percent of the units will be targeted as affordable housing. He answered questions about the application process for housing credits.

Tom Miller, 4311 Valley Drive, Executive Director of Family Promise, commended the developer for working towards creating more affordable housing in Midland.

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

39. Consider an ordinance on second reading on a request by D. R. Horton for the vacation of drainage easements being a 2.40-acre tract and a 6.32-acre tract of land located within the dedicated rights-of-way of San Francisco Avenue, Rodeo Street, Magellan Street and Mockingbird Lane, all contained within Adobe Meadows, Sections 3 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) (First reading held on September 24, 2013)

ORDINANCE NO. 9189

AN ORDINANCE VACATING AND ABANDONING A 2.40-ACRE DRAINAGE EASEMENT AND A 6.32-ACRE DRAINAGE EASEMENT WITHIN THE SAN FRANCISCO AVENUE, RODEO STREET, MAGELLAN STREET AND MOCKINGBIRD LANE RIGHTS-OF-WAY, ALL OUT OF ADOBE MEADOWS, SECTIONS 3 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 \$29,589.00; WAIVING THE FEE FOR THE COST OF THE DRAINAGE EASEMENTS; AND ORDERING RECORDATION BY THE CITY SECRETARY

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9189.

Council Member Morales moved to approve the second and final reading of Ordinance No. 9189 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.

PUBLIC HEARINGS

40. At approximately 10:30 A.M. hold a public hearing and consider a City-Initiated proposal for a zone change on a request by City of Midland, from MH, Manufactured Home District on Lot 1A, Block 5, and Lots 2A – 5A, & 7A, Block 4, Bizzell-Kiser, Section 5; Lot 6B, Block 4, Bizzell-Kiser, Section 6; a 0.45-acre portion of Tract 4, Bizzell-Kiser; from MH, Manufactured Home District on Lots 10A – 16A, Block 7, Bizzell-Kiser, Section 5; a 0.145-acre portion of Tract 7, Bizzell-Kiser; and from 1F-3, One-Family Dwelling District on all of Block 3, Bizzell-Kiser, Sections 4 & 5; Lots 1A, 10A – 12A, Block 4, Bizzell-Kiser, Section 5; Lots 8B & 9B, Block 4, Bizzell-Kiser, Section 6; Lot 2A, Block 5, Bizzell-Kiser, Section 5; Lots 1A – 3A, 5A – 9A, 12A – 22A, Block 6, Bizzell-Kiser, Section 5; Lots 10A & 11A, Block 6, Bizzell-Kiser, Section 4; a 0.166-acre portion of Tract 6, Bizzell-Kiser; Lots 1A & 2A, Block 7, Bizzell-Kiser, (DEVELOPMENT SERVICES)

ORDINANCE NO. 9190

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 1A, BLOCK 5, AND LOTS 2A-5A AND 7A, BLOCK 4, BIZZELL-KISER, SECTION 5, AND LOT 6B, BLOCK 4, BIZZELL-KISER, SECTION 6, AND A 0.45-ACRE PORTION OF TRACT 4, BIZZELL-KISER, AND LOTS 10A-16A, BLOCK 7, BIZZELL-KISER, SECTION 5, AND A 0.145-ACRE PORTION OF TRACT 7, BIZZELL-KISER, AND ALL OF BLOCK 3, BIZZELL-KISER, SECTIONS 4 AND 5, AND LOTS 1A, 10A-12A, BLOCK 4, BIZZELL-KISER, SECTION 5, AND LOTS 8B AND 9B, BLOCK 4, BIZZELL-KISER, SECTION 6, AND LOT 2A, BLOCK 5, BIZZELL-KISER, SECTION 5, AND LOTS 1A-3A, 5A-9A, 12A-22A, BLOCK 6, BIZZELL-KISER, SECTION 5, AND LOTS 10A AND 11A, BLOCK 6, BIZZELL-KISER, SECTION 4, AND A 0.166-ACRE PORTION OF TRACT 6, BIZZELL-KISER, AND LOTS 1A AND 2A, BLOCK 7, BIZZELL-KISER, SECTION 4, AND LOTS 3A-9A, BLOCK 7, BIZZELL-KISER, SECTION 5, AND A 0.656-ACRE PORTION OF TRACT 7, BIZZELL-KISER, AND LOTS 1A-4A, BLOCK 9, BIZZELL-KISER, SECTION 4, AND A 0.45-ACRE PORTION OF TRACT 9, BIZZELL-KISER, AND ALL OF BLOCK 10, BIZZELL-KISER, SECTION 4, AND LOTS 1A-7A, BLOCK 11, BIZZELL-KISER, SECTION 4, AND LOT 8A, BLOCK 11, BIZZELL-KISER, SECTION 5, AND A 0.87-ACRE PORTION OF TRACT 11, BIZZELL-KISER, AND ALL OF BLOCK 12, BIZZELL-KISER, SECTION 4, AND LOTS 1A-21A, BLOCK 13, BIZZELL-KISER, SECTION 7, AND LOTS 22B AND 23B, BLOCK 13, BIZZELL-KISER, SECTION 8, AND LOTS 1A-18A, BLOCK 14, BIZZELL-KISER, SECTION 4, AND A 0.18-ACRE PORTION OF TRACT 14, BIZZELL-KISER, AND BLOCKS 45 AND 46, BELMONT ADDITION, AND ALL ADJACENT AND PREVIOUSLY VACATED RIGHTS-OF-WAY, CITY AND COUNTY OF MIDLAND, TEXAS, AND MORE SPECIFICALLY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED MH, MANUFACTURED HOME DWELLING DISTRICT, IN PART, AND 1F-3, ONE-FAMILY DWELLING DISTRICT, IN PART, TO BE USED AS A PD, PLANNED DISTRICT FOR A

HOUSING DEVELOPMENT (GENERALLY LOCATED SOUTH OF EAST GIST AVENUE, BETWEEN SOUTH MAIN STREET AND SOUTH TERRELL STREET); 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

Interim Planning Division Manager Jim Compton gave an overview of the item noting that in July a similar zone change was presented to Council and denied. Since that time they have continued to study the area and have amended some additional conditions. The neighborhood has not seen any improvements or new developments. This new zoning would ease development standards and allow for single family homes or manufactured homes to be built in the neighborhood.

Mayor Perry opened the public hearing at 11:08 a.m.

Max Cuellar, 400 E. Longview, expressed his support of the zone change noting he feels this will help because it allows people to upgrade their manufactured homes. People in this area make improvements as they can afford them and this new zoning will allow them to upgrade without being too strict.

Alisa Nunez reported she was originally opposed to being annexed into the City. Previously this was an area where people made improvements as they were financially able and the current zoning is too strict. She noted that dogs are still a problem in the area. She expressed desire to allow the area to progress.

Maria Risby, 2102 S. Terrell, reported many of the families have been on this property for many years. The neighborhood is in need of updates and feels this proposal will help. She thinks adopting this proposal will bring stability to the area.

Rosa Risby, 2104 S. Terrell, has lived there for 31 years. She originally convinced everyone to annex but then the zoning became a nightmare. She feels the new proposal will bring stability. She reported they were supposed to receive help removing some large trees but no one ever came to help.

Rachel Stone, 1902 N. Pecos, thanked Council Members Love and Morales for working with the area. She thinks this is a big step. Her mother still lives there and she feels this is a cultural and economic issue and a step in the right direction.

There being no one else present wishing to speak, the public hearing was closed at 11:23 a.m.

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9190.

Council Member Love moved approval of the first of two readings of Ordinance No. 9190 in accordance with the Charter of the City of Midland; seconded by Council Member Morales.

Council Member Morales suggested having a neighborhood meeting early next year to find out what everyone thinks about the new zoning at that time.

The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford,

James, Sparks. NAY: None. ABSTAIN: None. ABSENT: None.

41. At approximately 10:33 A.M. hold a public hearing and consider an ordinance ON APPEAL on a request by Kevin Leary for a zone change from PD, Planned District for a Recreation Center to a PD, Planned District for a Shopping Center, on Lot 1, Block 2, Grandridge Park Addition, Section 1, City and County of Midland, Texas. (Generally located near the northwest corner of the intersection of North Loop 250 West and Holiday Hill Road.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9191

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 1, BLOCK 2, GRANDRIDGE PARK ADDITION, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A RECREATION CENTER, TO BE USED AS A PD, PLANNED DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED NEAR THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH LOOP 250 WEST AND HOLIDAY HILL ROAD); 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

Interim Planning Division Manager Jim Compton gave a brief overview of the item noting this item was on appeal from Planning & Zoning. All buildings in the shopping center are oriented toward the central courtyard. Staff recommended that the applicant build a six foot tall masonry fence along the back of League Drive noting rear facing retail is not expressly prohibited but staff policy is to recommend against the rear of retail facing a public street. The applicant declined building the fence and instead proposed using a series of landscaping and added architectural dressing on the back side of the building. Other locations where the rear of a retail building faced a public street were addressed.

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

Andrew Mellon, 1909 W. Wall, stated that there is a walk through point from the rear of the building into the courtyard area for pedestrian access. This would allow people from the park direct access to the shopping center. Additionally, there is public parking in the rear of the building.

Robert Rendall, 550 W. Texas, speaking on behalf of party that will be leasing the restaurant site, felt the open area was much better exposure for a restaurant location and did not want a masonry wall to block visual sight of parking spaces.

There being no one else present wishing to speak, the public hearing was closed at 11:50 a.m.

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9191.

Council Member Morales moved approval of the first of two readings of Ordinance No. 9191 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.

42. At approximately 10:36 A.M. hold a public hearing and consider an ordinance on a request by Fortune Partners Properties for a zone change from LR-2, Local Retail District to PD, Planned District for a Shopping Center on Lot 1, Block 3, Lindsay Acres 2nd Section Addition, City and County of Midland, Texas. (Generally located on the northwest corner of the intersection of Rankin Highway and East Stokes Avenue.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9192

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 1, BLOCK 3, LINDSAY ACRES 2ND SECTION ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED LR-2, LOCAL RETAIL DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED ON THE CORNER OF RANKIN HIGHWAY AND STOKES AVENUE); 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

Interim Planning Division Manager Jim Compton gave an overview of the item noting the applicant wishes to build a used car business. In 1997 a study was initiated by property owners on Rankin Highway to improve development opportunities. An LR-2 District was adopted and marked improvement has been experienced along that corridor. The applicant is proposing a LR-3 type use in a LR-2 location. Staff is recommending a Planned District subject to LR-2 which will allow for car sales. Planning & Zoning recommended approval.

Mayor Perry opened the public hearing at 12:00 noon.

Robert Rendall, 550 W. Texas Avenue, on behalf of Fortune Partners, noted they are interested in the location because they do internet sales and this location is easy access to I-20. He thanked the staff for their cooperation and thinks this use will fit nicely with the rest of the neighborhood.

There being no one else present wishing to speak, the public hearing was closed at 12:02 p.m.

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9192.

Council Member Love moved approval of the first of two readings of Ordinance No. 9192 in accordance with the Charter of the City of Midland; seconded by Council Member Morales. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, Dufford, Sparks. NAY: None. ABSTAIN: None. ABSENT: James.

43. At approximately 10:39 A.M. hold a public hearing and consider an ordinance on a request by Chris Kawaja for a zone change from AE, Agriculture Estate District to 1F-1, One-Family Dwelling District on a 40.181-acre tract of land out of Section 23, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas. (Generally located between Golden Gate Drive and Avalon Drive, approximately 130 feet north of Gladiola Avenue.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9193

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 40.181-ACRE TRACT OF LAND OUT OF SECTION 23, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, TO BE USED AS A 1F-1, ONE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED BETWEEN GOLDEN GATE DRIVE AND AVALON DRIVE, APPROXIMATELY 130 FEET NORTH OF GLADIOLA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

Interim Planning Division Manager Jim Compton gave a brief overview of the item noting it was a request to rezone property where there is no municipal sewer. The lot sizes are consistent with other lot sizes. Planning & Zoning recommended unanimously in favor of the item.

Mayor Perry opened the public hearing at 12:06 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9193.

Council Member Trost moved approval of the first of two readings of Ordinance No. 9193 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.

44. At approximately 10:42 A.M. hold a public hearing and consider an ordinance ON APPEAL on a request by Lamar Advertising / Sue Brannon for a Specific Use Permit with Term for an Electronic Billboard/Billboard Sign, on a 1.807-acre tract of land out of Section 5, Block "X", H.P. Hilliard Survey, City and County of Midland, Texas. (Generally located on the north side of West Loop 250 North, approximately 675 feet west of North Midkiff Road.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9194

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS 1.807-ACRE TRACT OF LAND OUT OF SECTION 5, BLOCK "X", H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 675 FEET WEST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED LR-2, LOCAL RETAIL DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR A BILLBOARD; 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

Interim Planning Division Manager Jim Compton gave a brief overview of the item noting it was for a request to build a billboard on the north side of Loop 250 near Midkiff. One side of the two-sided billboard will be electronic. He noted in 1978 Planning & Zoning adopted a policy to give guidance on appropriate locations of billboards. At that time a

recommendation was made to prohibit billboards on Loop 250 because billboards were only recommended on major thoroughfares that carried state traffic. The only other billboard currently on Loop 250 is near the bowling alley. Planning & Zoning recommended against approving this item and it is being presented today on appeal.

It was noted that radio, TV, and newspaper advertising have been on the decline but outdoor digital signage has increased. It was suggested that staff revisit the sign ordinance specifically relating to billboards since so much has changed since 1978.

Mayor Perry opened the public hearing at 12:16 p.m.

Chris Stoke, General Manager of Lamar Advertising, 9100 W. Loop 250, noted Council had been given additional information about this item including letters of support from the Midland Hispanic Chamber of Commerce and other local retailers including the mall. Billboards help in retail by bringing in sales tax revenue to the City. When asked if he was okay with the conditions contained in the Ordinance, Mr. Stoke indicated he was.

Rachel Stone, 1902 N. Pecos, noted she has been in contact with Lamar because they have had a problem finding billboards to advertise Mex Tex. The Hispanic Chamber used to advertise on the radio in Lubbock, Abilene, San Angelo and Hobbs. They have since added digital advertising and they have seen a marked difference. Unfortunately they are having difficulty finding billboards locally.

There being no one else present wishing to speak, the public hearing was closed at 12:23 p.m.

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9194.

Council Member Love moved approval of the first of two readings of Ordinance No. 9194 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.

MISCELLANEOUS

45. Consider an ordinance granting to Oncor Electric Delivery Company LLC, its successors and assigns, an electric power franchise to use the present and future streets, alleys, highways, public utility easements, public ways and public property of the City of Midland, Texas, providing for compensation therefor, providing for an effective date and a term of said franchise, providing for written acceptance of this franchise, providing for the repeal of all existing franchise ordinances to Oncor Electric Delivery Company LLC, its predecessors and assigns, and finding that the meeting at which this ordinance is passed is open to the public. (PURCHASING)

RESOLUTION NO. 9196

AN ORDINANCE GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND PUBLIC PROPERTY OF THE CITY OF MIDLAND, TEXAS, PROVIDING FOR COMPENSATION THEREFOR, PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE, PROVIDING FOR THE REPEAL OF ALL EXISTING FRANCHISE ORDINANCES TO ONCOR ELECTRIC DELIVERY

COMPANY LLC, ITS PREDECESSORS AND ASSIGNS, AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC.

Assistant to the City Manager Robert Patrick gave a brief overview of the item noting he has been in negotiations with Sue Mercer from Oncor. They have expanded their 4-5 page document to 15 pages adding several sections including notifying the City of major repair work done by a utility and allowing to collect interest on any past due amounts.

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9196.

Council Member Love moved approval of the first of three readings of Ordinance No. 9196 in accordance with the Charter of the City of Midland; seconded by Council Member Dufford.

Sue Mercer, 2401 W. Industrial, answered questions about how people can report street light outages noting it can take 5 days for a routine repair, 15 days for a series of lights and 30 days for a knocked down pole.

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

46. Consider an ordinance on a request for the vacation of a 0.025-acre portion of the alley adjacent to Lots 3 and 4, Block 17, 349 Ranch Estates, Section 3, City and County of Midland, Texas. (Generally located on the north side of Arapahoe Road, approximately 700 feet east of North State Highway 349.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9195

AN ORDINANCE VACATING AND ABANDONING A 0.025-ACRE PORTION OF ALLEY RIGHT-OF-WAY ADJACENT TO LOTS 3 AND 4, BLOCK 17, 349 RANCH ESTATES ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF ARAPAHOE ROAD, APPROXIMATELY 700 FEET EAST OF NORTH STATE HIGHWAY 349); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF \$1,091.00; WAIVING THE FEE FOR THE COST OF THE RIGHT-OF-WAY; AND ORDERING RECORDATION BY THE CITY SECRETARY

Interim Planning Division Manager Jim Compton gave a brief overview of the item noting staff will not bring back the item for second reading until a final plat has been submitted for approval.

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 9195.

Council Member Morales moved approval of the first of two readings of Ordinance No. 9195 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.

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

Council Member Dufford moved to confirm reappointment of Larry Gill (Abilene) and Elvin Brownlee (Andrews) to the Permian Basin Airport Board and to appoint Becky Ferguson to the Planning & Zoning Commission; seconded by Council Member Love.

EXECUTIVE SESSION

48. 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:

Mayor Perry noted there were no Executive Session items.

All of the business at hand having been completed, the meeting adjourned at 12:48 p.m.

PASSED AND APPROVED the 22nd day of October, 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 10/22/2013

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution approving an agreement with Brinkley Sargent Architects, Inc. for architectural and engineering services for the new Municipal Court building project.

Purpose:

Approval of a resolution authorizing an agreement with Brinkley Sargent Architects, Inc. for architectural and engineering services for the new Municipal Court building project.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

\$805,637.00 2009 GPCO – City Facility Improv

Discussion:

The evaluation team evaluated six (6) proposals for architectural and engineering services for the new Municipal Court building project. Brinkley Sargent Architects, Inc. received the highest score.

Therefore, staff recommends entering into an agreement with Brinkley Sargent Architects, Inc. of Dallas, Texas for architectural and engineering services for the new Municipal Court building project for a total cost of \$805,637.00.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH BRINKLEY SARGENT ARCHITECTS, INCORPORATED, OF DALLAS, TEXAS, FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW MUNICIPAL COURT BUILDING PROJECT AT A COST OF \$805,637.00

WHEREAS, the Request for Qualifications was advertised for architectural and engineering services regarding the new Municipal Court building project (“Professional Services”); and

WHEREAS, Brinkley Sargent Architects, Inc., proposes to perform said Professional Services for a fee not to exceed \$805,637.00; and

WHEREAS, the Council finds Brinkley Sargent Architects, Inc., to be the most highly qualified provider for such Professional Services based on demonstrated competence, knowledge, and qualifications; and

WHEREAS, the Council finds it to be in the public interest to select Brinkley Sargent Architects, Inc., to provide said Professional Services; and

WHEREAS, the Council authorizes the City Manager to execute a professional services agreement with Brinkley Sargent Architects, Inc., for the performance of said Professional Services;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a professional services agreement with Brinkley Sargent Architects, Inc., for performance of said Professional Services, said agreement being substantially the same as is 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 Brinkley Sargent Architects, Inc., for Professional Services pursuant to the terms

of said professional services agreement from funds available in the Municipal Court Building Renovations Project (8919) budget account upon receipt of proper invoice(s) 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:

Regina Stephenson, Purchasing Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

PROFESSIONAL SERVICES AGREEMENT
FOR ARCHITECTURAL SERVICES
#4029-12

THIS AGREEMENT is made and effective the 23rd day of October 2013, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, Brinkley Sargent Architects, Inc. hereinafter referred to as "CONSULTANT."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which CONSULTANT shall perform architectural and engineering services for construction of a new Municipal Court building.

ARTICLE II. SERVICES TO BE PERFORMED

1. CONSULTANT shall provide those services described in Exhibit "A."
2. CONSULTANT shall perform all the services under this Agreement consistent with the same level of skill and care as other professionals in approximately the same region at approximately the same point in time and for the same types of projects. CONSULTANT represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in Exhibit "A."

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay CONSULTANT according to the schedule set forth in Exhibit "A" upon presentation of a monthly invoice. The invoice shall set out service fees for the month and those Additional Expenses and Reimbursable Expenses described in Exhibit "A" incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. CONSULTANT shall perform professional services as outlined in the "Services to be Performed" for a fee of 11.99% of the construction costs (breakdown of fees is located in Exhibit "B".) which fee for basic services shall in no event exceed Eight hundred five thousand six hundred thirty-seven dollars and 00/100 (\$805,637.00), excluding Additional Services and Reimbursable Expenses. Within 30 days of the date CONSULTANT's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify CONSULTANT of CITY's objection and the grounds therefor.

within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 60-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from October 23, 2013 until October 22, 2016, unless the project is completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

Either the CITY or the CONSULTANT may terminate this Agreement at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to the other party. The parties to this Agreement understand and agree that it is in either party's 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 the Agreement becoming effective.

ARTICLE VI. 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.

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

All reports, information and other data ("instruments of service"), given to, prepared or assembled by CONSULTANT under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that CONSULTANT may make copies of any and all instruments of service for its files. The CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of CONSULTANT, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Consultant shall perform all work and services described herein as an independent Consultant 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.

ARTICLE IX. INSURANCE

1. 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
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Business Automobile Liability:	\$250,000.00 combined single limit -
	Personal Injury and Property Damage

Worker's Compensation:	Statutory limits
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Employers' Liability: \$500,000.00 per accident or occurrence

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

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.

ARTICLE X. ATTORNEY 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. THE 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 COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE 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.

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

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

ARTICLE 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..

ARTICLE XIV. GENERAL PROVISIONS

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

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

D. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

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

If to CONSULTANT: Harold E Sargent
Brinkley Sargent Architects, Inc.
5000 Quorum Dr Ste 600
Dallas, TX 75254-7019

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

E. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

G. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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

I. 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.

J. 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, Consultant or his legal representative, shall give the City Manager, or any other reasonable official of the CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Consultant will settle, the physical and mailing addresses of Consultant at the time and date the claim was presented and the physical and mailing addresses of Consultant for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Consultant 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 Consultant that Consultant's notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Consultant's failure to comply with the requirements herein shall perpetually bar Consultant'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. Consultant agrees that the requirements of this entire Agreement are reasonable.

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

EXHIBIT A
ENGINEER'S/ARCHITECT'S SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER/ARCHITECT shall provide Basic and authorized Additional Services as set forth below.

EXHIBIT A - PART 1 -- BASIC SERVICES

AI.01 Study and Report (Programming & Schematic Design) Phase

A. ENGINEER/ARCHITECT shall:

1. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.
2. Advise OWNER as to the necessity of OWNER's providing data or services which are not part of ENGINEER's/ARCHITECT's Basic Services, and assist OWNER in obtaining such data and services.
3. Establish the scope, and advise the OWNER, of any special investigations, field surveys or soil and foundation investigations which, in the opinion of the ENGINEER/ARCHITECT, may be required for the proper execution of the Programming & Schematic Design Phase; and arrange with the OWNER for the conduct of such investigations and tests. The performance of these investigations and tests is not a part of the ENGINEER's/ARCHITECT's Basic Services, and compensation therefor is not included in the Basic Fee; the investigations and tests may be performed by the ENGINEER/ARCHITECT, by agreement with the OWNER, in which case compensation shall be determined by the applicable portions of Exhibit B. Optionally, surveys may be performed by the OWNER and furnished to the ENGINEER/ARCHITECT.
4. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER/ARCHITECT, including but not limited to mitigating measures identified in the environmental assessment.
5. Identify and evaluate alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's/ARCHITECT's judgment meet OWNER's requirements for the Project.
6. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to OWNER which ENGINEER/ARCHITECT recommends. This Report will be accompanied by ENGINEER's/ARCHITECT's opinion of Total Project Costs for each solution which is so recommended for the Project with each component separately itemized, including the following, which will be separately itemized: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design, professional, and related services provided by ENGINEER/ARCHITECT, and other information furnished by OWNER.
7. Furnish five (5) review copies of the Report to OWNER and review it with OWNER.
8. Revise the Report in response to OWNER's and other parties' comments, as appropriate, and furnish ten (10) final copies of the revised Report to the OWNER.

B. ENGINEER's/ARCHITECT's services under the Study and Report (Programming & Schematic Design) Phase will be considered complete on the date when the final copies of the revised Report have been delivered to

OWNER.

A1.02 Preliminary Design Phase (Design Development Phase)

A. After acceptance by OWNER of the Report, selection by OWNER of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER/ARCHITECT shall:

1. On the basis of the above acceptance, selection, and authorization, prepare Design Development Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners. The performance of field surveys is not a part of the ENGINEER's/ARCHITECT's basic services, and compensation therefore is not included in the Basic Fee; the surveys may be performed by the ENGINEER/ARCHITECT, by agreement with the OWNER, in which case compensation shall be determined by applicable portions of Exhibit B. Optionally, surveys may be performed by the OWNER and furnished to the ENGINEER/ARCHITECT.
3. Establish the scope, and advise the OWNER, of any additional soils or foundation investigations which, in the opinion of the ENGINEER/ARCHITECT, may be required for the proper execution of the Project; and arrange with the OWNER for the conduct of such investigations and tests. The performance of these investigations and tests is not a part of the ENGINEER's/ARCHITECT's Basic Services, and compensation therefor is not included in the Basic Fee; the investigations and tests may be performed by the ENGINEER/ARCHITECT, by agreement with the OWNER, in which case compensation shall be determined by the applicable portions of Exhibit B.
4. Advise OWNER if additional reports, data, information, or services are necessary and assist OWNER in obtaining such reports, data, information, or services.
5. Based on the information contained in the Design Development Phase documents, submit a revised opinion of probable Construction Cost.
6. Furnish five (5) review copies of the Design Development Phase documents to and review them with OWNER.

B. ENGINEER's/ARCHITECT's services under the Design Development Phase will be considered complete on the date when copies of the Design Development Phase documents have been delivered to OWNER.

A 1.03 Final Design Phase (Construction Documentation Phase)

A. After acceptance by OWNER of the Design Development Phase documents and revised opinion of probable Construction Cost as determined in the Design Development Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER/ARCHITECT shall:

1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.

2. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities. Prepare all exhibits and supporting documentation, and represent OWNER in obtaining review and approval from Texas Department of Licensing and Regulation (TDLR) - Architectural Barriers Section.

3. Advise OWNER of any adjustments to the opinion of probable Construction Cost.

4. Prepare and furnish five (5) sets of Bidding Documents and a revised opinion of probable Construction Cost for review and approval by OWNER, its legal counsel, and other advisors. as appropriate, and assist OWNER in the preparation of other related documents.

B. The number of prime contracts for Work designed or specified by ENGINEER/ARCHITECT upon which the ENGINEER's/ARCHITECT's compensation has been established under this Agreement is one (1).

C. ENGINEER's/ARCHITECT's services under the Construction Documentation Phase will be considered complete on the date when the final Bidding Documents have been delivered to OWNER.

A1.04 Bidding or Negotiating Phase

A. After acceptance by OWNER of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Construction Documentation Phase, and upon written authorization by OWNER to proceed, ENGINEER/ARCHITECT shall:

1. Furnish the number of copies of the Plans and Specifications as required by prospective bidders and furnishers of material and equipment. All sets of plans and specifications are to be paid for separately under Exhibit B as an Additional Service.

2. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.

3. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

4. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

5. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

A1.05 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER/ARCHITECT shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions.

2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER/ARCHITECT and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit C. The furnishing of such RPR's services will not extend ENGINEER's/ARCHITECT's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement. The performance of the RPR is not included in the ENGINEER's/ARCHITECT's basic fee and may be performed by the ENGINEER/ARCHITECT, by agreement with the OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory. The performance of these investigations and tests is not included in the ENGINEER's/ARCHITECT's basic fee and may be performed by the ENGINEER/ARCHITECT, by agreement with the OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

4. *Pre-Construction Conference.* Conduct a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in ENGINEER's/ARCHITECT's judgment are necessary to enable Contractor to proceed. The performance of field surveys is not included in the ENGINEER's/ARCHITECT's basic fee and may be performed by the ENGINEER/ARCHITECT, by agreement with the OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.

6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER/ARCHITECT deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER/ARCHITECT, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER/ARCHITECT in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's/ARCHITECT's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER/ARCHITECT will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER/ARCHITECT shall keep OWNER informed of the progress of the Work.

b. ENGINEER/ARCHITECT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER/ARCHITECT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER/ARCHITECT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER/ARCHITECT believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER/ARCHITECT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

9. *Change orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety, precautions and programs incident thereto.

11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's/ARCHITECT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents.

13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER/ARCHITECT shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment.* Based on ENGINEER's/ARCHITECT's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that ENGINEER/ARCHITECT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's/ARCHITECT's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's/ARCHITECT's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's/ARCHITECT's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's/ARCHITECT's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents).

15. *Contractor's Completion Documents.*

a. Receive and review maintenance and operating instructions, schedules, and guarantees.

b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, annotated record drawings, and other data which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

c. ENGINEER/ARCHITECT shall transmit these documents to OWNER.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER/ARCHITECT considers the Work Substantially Complete, ENGINEER/ARCHITECT shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER/ARCHITECT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER/ARCHITECT shall also provide a notice in the form attached hereto as Exhibit D (the "Notice of Acceptability of Work") that the Work is acceptable to the best of ENGINEER's/ARCHITECT's knowledge, information, and belief and based on the extent of the services provided by ENGINEER/ARCHITECT under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER/ARCHITECT for final payment to Contractors. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities.* ENGINEER/ARCHITECT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER/ARCHITECT shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

EXHIBIT A - PART 2 - ADDITIONAL SERVICES

A2.01 *Additional Services Requiring OWNER's Authorization in Advance*

A. If authorized in writing by OWNER, ENGINEER/ARCHITECT shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. Providing design and/or construction surveys and staking to enable ENGINEER/ARCHITECT to perform its services and Contractor to perform his work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
2. Services of a Resident Project Representative and other field personnel, as required, for on-the-site observation of construction and for construction layout surveys.
3. Soil and foundation investigations, including field and laboratory tests, borings, related engineering analysis and recommendations.
4. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
5. Post-Construction Phase. The Post-Construction Phase includes, providing assistance in connection with the testing and adjusting of Project equipment or systems; Assisting OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems; Assisting OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems; visiting the Project with the OWNER to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present; and in company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
6. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
7. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
8. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER/ARCHITECT or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's/ARCHITECT's control.
9. Services required as a result of OWNER's providing incomplete or incorrect Project information.

10. Providing renderings or models for OWNER's use.
11. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
12. Furnishing services of ENGINEER's/ARCHITECT's Consultants for other than Basic Services.
13. Services during out-of-town travel required of ENGINEER/ARCHITECT other than for visits to the Site or OWNER's office.
14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
15. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.
16. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
17. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
18. Providing Construction Phase services beyond the Contract Times set forth in Exhibit B.
19. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
20. Preparation of operation and maintenance manuals.
21. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
22. Providing more extensive services required to enable ENGINEER/ARCHITECT to issue notices or certifications requested by OWNER.
23. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
24. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

25. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

26. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

27. Services in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.

28. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

29. Other services performed or furnished by ENGINEER/ARCHITECT not otherwise provided for in this Agreement.

30. Reimbursable expenses associated with providing additional services.

EXHIBIT B

MIDLAND MUNICIPAL COURT BUILDING

SERVICES AND COMPENSATION

BASIC AND ADDITIONAL SERVICES INCLUDED IN THE CONTRACT SCOPE OF WORK

B-1. BASIC A/E SERVICES: FEE \$537,412

Architectural (reference Exhibit A), Structural Engineering (reference Exhibit D), and Mechanical, Electrical and Plumbing Engineering (reference Exhibit E) Services. Fees to be billed monthly by percent complete of each phase as follows:

Schematic Design Phase	15%
Design Development	30%
Construction Document Phase	30%
Bidding Phase	5%
Construction Administration Phase	<u>20%</u>
Total	100%

The initial building construction budget is set at \$6,717,647 (reference Exhibit C). Basic services fee represents 8% of construction budget. This budget may be adjusted from time to time by City authorization. Should the City increase the construction budget during design development phase, Architect will receive a fee adjustment equal to 8% of budget increase. The Architect will receive no adjustment in the fixed fee should the actual accepted construction bid vary from the budget and subsequently be approved by the City.

NOTE: Construction is anticipated to last 13 months (Ref. Exhibit C). Project meetings will occur every 2 weeks.

B-2. ADDITIONAL SERVICES INCLUDED IN FULL SCOPE OF SERVICES:

A. Civil Engineering: Fee \$38,000

Civil Engineering services including site horizontal control, water and sewer plans, utility plans, drainage maps, paving plans, grading plans, erosion control, and utility coordination (\$27,000). No on-site water detention services are required as part of this scope of work. Site survey & platting services are included in this scope of work (\$11,000). Reference Exhibit D.

B. Civil Engineering Off-Site Services: Fee \$25,000

Services related to closure of Baird Street (\$15,000), land survey services related to closure of Baird Street (\$10,000). Reference Exhibit D

No off-site utility services are included in the scope of work.

C. Accessibility Consulting Services: Fee \$3,425

Review of design development documents by state approved firm for conformance to TAS requirements. Development of a substantial completion punch list report for contractor TAS conformance. State mandated construction document review & submittal, and final state mandated site inspection report. Reference Exhibit F.

D. Landscape Design Services: Fee \$17,250

Services shall include selection of plant material, flatwork, design of irrigation system, and providing assistance in bidding and construction administration of these elements. Designer shall coordinate all work with appropriate city agencies. Reference Exhibit G.

- E. Cost Estimating Services: Fee \$7,750
Design Development Cost Estimate (\$7,750). Reference Exhibit H.
- F. Technology, Security, Audiovisual and Acoustical Systems Design Services: Fee \$56,000
Design of City I.T. cabling & backbone system (\$13,000). Design of video surveillance, electronic security systems (\$16,000). Design of audio/visual systems (\$18,000). Review of acoustical design issues \$9,000. Reference Exhibit J.
- G. Furniture, Fixtures & Equipment Services: Fee \$54,000
Interior finishes selection, documentation, presentations, specifications, and shop drawing review (\$18,000). Selection, specification and assistance in procurement of new furniture items (\$36,000). Installation coordination and final punch list. Reference Exhibit K.
- H. As-Built Drawings: Fee \$8,000
Prepare a set of electronic documents showing significant changes in the work during construction from data furnished by Contractor. Update electronic files with all changes issued during construction by Architect and consultant team.
- J. Geotechnical Services: Fee \$6,800
Soils investigation Borings & Geotechnical Report. Reference Exhibit L.
- K. Certificates of Liability Insurance Included as Exhibit M.

B-3. REIMBURSABLE EXPENSES: BUDGET ESTIMATE \$52,000

Expenses incurred by the Architect or Architect's Consultants directly related to the project:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
3. Fees paid for securing approval of authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, standard form documents;
5. Postage, handling and delivery;
6. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

All expenses will be billed at cost plus 10%. Budget includes some cost items over which architect has minimal control and therefore this cost is an estimate and may be adjusted with City approval.

B-4. HOURLY RATE CHART: REFERENCE EXHIBIT N

B-5. FEE SUMMARY

A. Basic Services	\$562,412
B. Additional Services	<u>\$191,225</u>
<i>Total Professional Services</i>	<i>\$753,637</i>
C. Reimbursable Budget	<u>\$ 52,000</u>
Total Contract	\$805,637

EXHIBIT C
City of Midland
 Court Building
 Project Budget
 July 15, 2013

Testing Services

Construction Materials	30,000	Note L
Environmental Phase 1	10,000	
Existing Building Abatement and Abatement Engineering	0	Note Q
Total	40,000	

Construction

Court Building	5,333,625	Note C/M
Sallyport	52,271	Note X
LEED Enhancements	0	Note D
I.T. Backbone/Cabling	82,968	Note E
I.T. Video Surveillance	71,115	Note F
Site Development/Parking	375,000	Note G
Landscape	150,000	Note L
Site Fence (Secure Lot)	98,000	Note H
On-Site Water Retention	0	Note D
Off-Site Utility Development	0	Note P
Contingency	554,668	Note J
Total Construction Cost	6,717,647	Note B

FF&E

Furniture	426,690	Note K
Audio/Visual Systems	320,000	Note N
Security Screening	26,000	Note N
Total	772,690	

City Budgets

Art Budget	0	Note D
Site Demolition	137,500	Note O
Telephone	47,410	Note S
Fiber to Site	0	Note P
Electrical/Gas/Cable Service Fees	0	Note Q
City Computer/Network Equipment	0	Note W
Moving Costs	8,000	Note Q
Owner Contingency	0	Note D
Total	192,910	

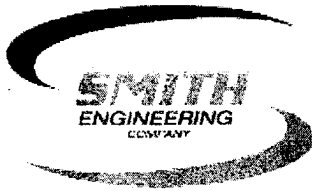
Professional Services

Site Submittal Process	0	Note R
A/E Services	537,412	Note T/L
Commissioning	0	Note Y
LEED Services	0	Note Y
Civil Engineering (On-Site)	27,000	
Civil Engineering (Bard St. closure)	25,000	
Site Survey/Platting	11,000	
Civil Engineering/On-Site /Retention	0	Note Y
Civil Engineering (Off-Site Utilities)	0	Note Y
Geotechnical Report	6,800	Note L
Accessibility Consulting	3,425	
Landscape Design	17,250	
Cost Estimating	7,750	
Audio/Visual Consulting	18,000	Note N
Acoustical Consulting	9,000	
FF & E/Interiors	54,000	
IT/Security Systems Consulting	29,000	
As Built/CAD Documents	8,000	
Reimbursable	52,000	
Total	805,637	

Budget Notes

Note A:	Project Schedule
	8/2013 - Design start
	5/2014 - Construction bid
	7/2014 - Construction start
	8/2015 - Substantial completion
	9/2015 - Occupancy
Note B:	Base pricing to January 2013
Note C:	Court 23,705 s.f. @ \$225/s.f.
Note D:	Not included (typically 1% of construction budget)
Note E:	23,705 s.f. @ \$3.50/s.f.
Note F:	23,705 s.f. @ \$3.00/s.f.
Note G:	Site preparation/paving 60,000 s.f. @ \$6.25/s.f.
Note H:	350 l.f. @ \$280/ft.
Note J:	9% of construction cost
Note K:	23,705 s.f. @ \$18
Note L:	Cost taken from Midland Court Study dated 10/2010
Note M:	Total budget of \$7,794,323 taken from Midland Court Study dated 10/2010. Budget did not include land cost. Court Security Funding \$364,000 to be added to budget for current Total Budget of \$8,158,323 not including land.
Note N:	The following budget items will be provided from Court Security Funding:
	Audio/Visual systems: \$320,000
	Metal detectors: \$ 26,000
	AV consultant: \$ 18,000
	Total: \$364,000
Note O:	15,000 s.f. building @ \$7/s.f.
	65,000 s.f. paving @ \$.50/s.f.
Note P:	City fiber & off-site utilities assumed to be adequate
Note Q:	Scope unknown at this time
Note R:	Included in civil engineering fees
Note S:	Assumed relocation of system to site 23,705 s.f. @ \$2/s.f. (New VOIP System @ \$5.80/s.f.)
Note T:	8% of construction cost
Note W:	\$30,000 budget to be funded from other City sources
Note X:	Sallyport 313 s.f. @ \$167/s.f.
Note Y:	Not required

Current Project Cost	8,528,883	Note M
Land Cost	750,000	
Total Project Cost	9,278,883	Note A



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An Agreement for the Provision of Professional Services

Design Professional Firm:

Smith Engineering Company (SEC)
4305 N. Garfield, Suite 226
Midland, TX 79705
P: (432) 682-9400
F: (432) 682-9409

Client:

Brinkley Sargent Architects
5000 Quorum, Suite 600
Dallas, TX 75254
P: (972) 960-9970
F: (972) 960-9751

Date: September 27, 2013

Project Name/Location: Midland Municipal Court Building, Midland, TX

Scope of Services: SEC will provide professional structural engineering, land surveying, and civil engineering services relating to the referenced project. The project will consist of a municipal courthouse (approximately 23,700 S.F.) to be located between Illinois Avenue and Texas Avenue at Baird Street. The proposed improvements will be situated on Blocks 38 and 39 of Original Town Subdivision. Baird Street will be closed between Illinois Avenue and Texas Avenue. Based on information received to date, the following services will be provided by SEC, or, as appropriate, by subconsultants under the coordination and supervision of SEC:

Structural Engineering Services

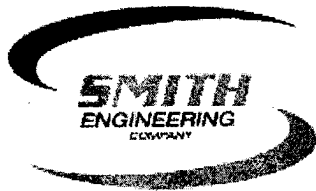
1. Prepare sealed and signed construction documents, including drawings and specifications, coordinated with other documents prepared by Brinkley Sargent Architects (BSA) and other consultants to fully document the structural requirements for this project. The structural information we anticipate being required for this project includes foundations, structural frame elements, and cladding support elements.
2. Review of construction submittals and response to reasonable requests for information from the contractor during construction phase services.
3. Perform site visits and construction observations to average once every two weeks during the construction of the structural portion of this project.

Land Surveying Services

Boundary and Topographic Survey: SEC will perform an on the ground survey of the property under the direct supervision of a Registered Professional Land Surveyor and will use this information to supplement and prepare site civil plans. The survey will be based on a local horizontal/vertical coordinate system or as required by the City of Midland.

Items included in this survey:

- On the ground verification of visible site features, such as property corners, buildings, sidewalks, transformers, parking lots, and above ground appurtenances. Locations and sizes of underground utilities will be based on available record drawings provided to SEC by the Owner, Architect, or City.
- Top of curb and gutter elevations, existing top of pavement, finish floor elevations of existing buildings, and existing spot elevations adjacent to structures.



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Replat (Optional): SEC will prepare a Final Plat for the project based on the Boundary and Topographic Survey. This plat will show easements, dedications, and other pertinent information required by the City and replace the current plat.

Civil Engineering Services

Demolition Plan: SEC will prepare a demolition plan for the removal and/or preservation of existing site paving, curb and gutter, utilities, appurtenances, above-ground features, and any other objects located on-site that may obstruct new construction. Plans and/or specifications for demolition of buildings and permanent structures shall be done by others, if applicable.

Items included in this plan:

- Limits of demolition or removal as appropriate to field conditions, identification of items to be protected and/or preserved during demolition, and general notes related to the site demolition activities.

Engineering Site Plan: Based on the approved site plan provided by the Architect, SEC will prepare a detailed Engineering Site Plan that will specify site horizontal dimensional control and define driveways, drive aisles, parking spaces, building location, dumpster enclosures, loading areas, and landscape areas in relation to existing and proposed property lines. This item should only be used as a tool for the Contractor during site layout. Smith will identify specific pavement sections and prepare details for site paving improvements, such as sidewalks, parking spaces, loading areas, and driveway approaches. Paving sections will be based on the recommendations available through a current Geotechnical report, provided by the Owner or Architect to Smith.

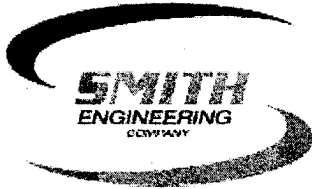
Items excluded from this plan:

- Design of any off-site paving improvements, such as median openings, turn lanes, and roadway extensions or widening and detailing of other site improvements such as: screening walls, light pole bases, transformer or generator pads, decorative hardscape features, pavers, and site signage.

Grading and Drainage Plan: SEC will prepare a Grading and Drainage Plan for the project. This plan will show existing grades, proposed contours and spot elevations as required, along with existing and proposed finish floors. The grading plan will also meet current regulations set forth by ADA (Americans with Disabilities Act) for ramps, access routes, etc.

Items included in this plan:

- Preparation of a site drainage area map that defines stormwater discharges onto and off the site, drainage patterns, drainage assumptions and calculations, and on-site storm sewer requirements within the development. If required, this information can be presented in a drainage report.
- Design for on-site stormwater retention/detention facilities, if required. Facilities may consist of ponds and/or underground stormwater systems. When applicable, stormwater quality features and management will be integrated.
- Flood zone determination based on local approved Flood Insurance Rate Map (FIRM).



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Items excluded from this plan:

- Design of french drain systems or under-slab drainage systems required for buildings.
- Design of any off-site storm sewer or drainage improvements outside of the project limits.
- Profiles for public/private storm drain systems.

Utility Plan: SEC will prepare plans for on-site water and sanitary sewer improvements including manholes, cleanouts, fire hydrants, meters, mains, and building services required to serve the site. These improvements will be designed from existing public mains located adjacent to the site and installed to within five feet outside of the proposed building. The required connection points will be coordinated with the MEP consultant and Architect.

Items included in this plan:

- Coordination with other respective public and franchise utility companies providing gas and electric to avoid any potential conflicts with water and sanitary sewer.
- Assume a conventional sanitary sewer system and no lift station/forcemain.

Items excluded from this plan:

- Design of any off-site utility improvements, upgrades, or extensions outside of the project limits.
- Profiles for public/private utility services.
- Coordination of telephone, cable, and internet services. The Owner shall be responsible for these types of services.

Erosion and Sediment Control Plan: SEC will prepare an Erosion and Sediment Control Plan for the referenced project.

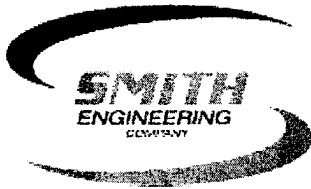
Items included in this plan:

- Location and construction details for erosion/sediment control devices (BMPs) to manage the discharge of stormwater runoff from the site during construction activities.

Stormwater Pollution Prevention Plan (SWPPP): SEC will prepare a Storm Water Pollution Prevention Plan that provides protective measures for reducing erosion and pollution and controlling sediment loss of a construction site during the land disturbance and construction process. Best Management Practices (BMP) will be described within the SWPPP and implemented as either temporary or permanent stabilization practices.

Items included in this plan:

- Coordination with the Owner to ensure that Notice of Intent (NOI), Notice of Termination (NOT), construction site notice, and any other pertinent forms are submitted to the governing agencies.
- Database review and determination of any listed endangered/threatened species, designated critical habitats, or historic preservation properties that adversely impact the project.



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Items excluded from this item:

- Site inspections or monitoring during the construction process to ensure that construction activities are compliant with the SWPPP. The operator and/or contractor will be responsible for maintaining structural controls during day-to-day operations and rain events and ensuring the SWPPP is up to date.

Meetings and Coordination: SEC anticipates four (4) meetings with the Owner, Architect, and other sub-consultants for project coordination during the design phase. These meetings may include a pre-development meeting with the City or initial kick-off meeting and 30% and 60% progress meetings with the design team prior to submittal of 100% construction plans and specifications. Tele-conference calls shall be considered incidental during the design phase.

SEC anticipates four (4) meetings specifically for issues relating to the closure of Baird Street. These include:

- One meeting with the City Staff and Architect to coordinate closure.
- One meeting with City Staff and City Attorney to review closure request.
- One meeting with appropriate City board to seek approval of closure.
- One meeting with City Council to approve closure.

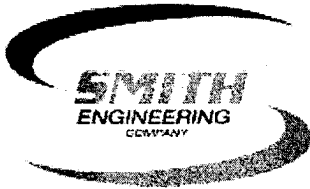
Any one of these meetings could necessitate further meetings based on public comments and/or process. Additional meetings would be considered additional work.

Construction Specifications: For all improvements designed by SEC, standard specifications for construction will follow the City of Midland Design and Construction Standards, latest edition.

Record Drawings: Based on project construction records, maintained and provided by the Contractor, SEC will prepare final record drawings of the referenced project in conformance with City requirements. These drawings will rely solely on the information provided by the Contractor. Field verification of actual construction is not included in this item. If the Contractor claims no changes were made to the plans during construction, the Contractor will provide a letter to the Engineer that construction was completed per the construction documents.

Fee Arrangement for Structural Engineering, Land Surveying, and Civil Engineering Services: Reimbursement for the services described above is shown below as a Fixed Fee, which includes all direct reimbursable costs, such as reproduction costs and delivery fees.

Structural Engineering Services:		\$52,000
Land Surveying Services:	Boundary & Topographic Survey	\$ 5,000
Civil Engineering Services:	Civil Construction Plans	\$25,000
	SWPPP	<u>\$ 2,000</u>
	SUBTOTAL	\$84,000
Land Surveying Services (Optional):	Replat	\$ 6,000
Fee Arrangement for Civil Engineering Services Related to the Closure of Baird Street:		



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Work required for closure of Baird Street, including meetings as described above, will be reimbursed to SEC on an hourly basis. Using the procedures set forth under the attached "Terms and Conditions", Client shall pay SEC an amount equal to the cumulative hours charged to the Project by each class of SEC's employees times the hourly rates set forth in the attached Fee Schedule for all services performed on the Project, plus reimbursable expenses and SEC's consultant's charges, if any.

Maximum fee	\$15,000
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Fee Arrangement for Land Surveying Services Related to the Closure of Baird Street:

Land surveying work related to the closure of Baird Street will be charged to Client as a reimbursable consultant fee, as set forth in the attached Fee Schedule.

Maximum fee	<u>\$10,000</u>
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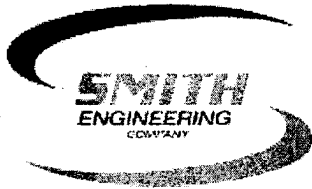
GRAND TOTAL	\$115,000
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Special Conditions: Based on our understanding of the scope of services, the following items are assumed to be provided by the Owner or Architect, completed by others, or not included in this proposal and will be subject to additional fees, if required by SEC.

- Easements by Separate Instrument
- Landscape and Irrigation Plans
- Signage and Lighting Plan
- Bid Phase Services
- Construction Phase Services
- SWPPP On-site Inspections and Monitoring
- Structural Design and Analysis for retaining walls, if required.

Supplementary Conditions: SEC will complete the Construction Plans as described in this proposal and include the following items without incurring any additional fees.

- Preliminary design and coordination during the architectural schematic and design development phases, which may be specific to Structural and Civil design aspects, such as grading, drainage, utilities, and preliminary opinions of probable construction cost. This information shall not be considered final.
- Two (2) revisions to the plan during preparation of Construction Documents (CDs) to reflect any site changes as requested by the Architect, Owner, or City.
- Coordination with the Architect and City during review and approval of Civil plans.
- Attendance of meetings, as may be required by City staff, Planning and Zoning Commission, and City Council, except those specifically addressing Road Closure items as noted above.

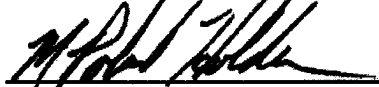


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Offered by:

Smith Engineering Company


Signature

09/27/13

Date

M. Roland Holder, P.E.

Structural Team Leader

Accepted by:

Brinkley Sargent Architects

Signature

Date

Printed name/title

The Terms and Conditions on pages 6 and 7 of this form are a part of this Agreement

Terms and Conditions

Smith Engineering Company (SEC) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site:

Unless otherwise stated, SEC will have access to the site for activities necessary for the performance of the services. SEC will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and SEC shall be submitted to non-binding mediation. Client and SEC agree to include a similar mediation agreement with all contractors, subcontractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for SEC's services shall be submitted, at SEC's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, SEC may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

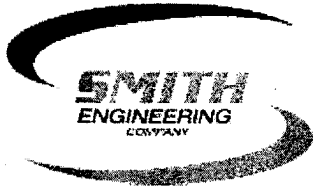
Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 0.5% (or the legal rate, whichever is lower) on the then unpaid balance.

Certifications:

Guarantees and Warranties: SEC shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence SEC cannot ascertain.

General Considerations: The standard of care for all professional engineering and related services performed or furnished by SEC under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. SEC makes no warranties, express or implied, under this Agreement or otherwise, in connection with SEC's services.



Standard Letter Agreement

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Construction Contract: SEC shall not at any time supervise, direct, or have control over any contractor's work, nor shall SEC have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

SEC neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

SEC shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except SEC's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

Termination of Services:

Either the Client or SEC may terminate this Agreement should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay SEC for all services rendered to the date of termination, and all reimbursable expenses.

Ownership of Documents:

Consistent with City PSA (Exhibit A).

Consequential Damages:

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor SEC, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and SEC shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Third-Party Beneficiaries:

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or SEC. SEC's services under this Agreement are being performed solely for the Client's benefit and no other party or entity shall have any claim against SEC because of this Agreement or the performance or nonperformance of services hereunder. The Client and SEC agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.



115 East Main Street

COMMISSIONING • FIELD INVESTIGATIONS

Round Rock, Texas 78664

PH: (512) 218-0060

FAX: (512) 218-0077

March 30, 2012

BRINKLEY SARGENT ARCHITECTS
5000 Quorum, Suite 600
Dallas, TX 75254

ATTN: Harold Sargent, AIA

RE: City of Midland – Midland Court

This letter of proposal is for professional engineering services for the City of Midland – Midland Court Project consisting of approximately 23,700 square feet. Budget for proposed project is 6.8 million dollars. The fee will be based on this budget. This agreement is between HCE, herein known as the Engineer and Brinkley Sargent Architects, Inc. herein known as the Architect.

We are pleased to submit this letter of agreement for mechanical, plumbing and electrical engineering to include:

- a. Mechanical, Electrical and Plumbing drawings and specifications necessary to complete a set of Contract Documents. Our scope includes incorporating final review comments from the local authorities.
- b. Design of interior water and wastewater stubbed 5 feet outside of building and coordinated with the Civil Engineer for connection points. (Any approvals required for connection of water, wastewater and fire line utilities to be the Civil Engineer.)
- c. Coordinate with the local power company for electrical service. Engineer is not responsible for changes in utility company design.
- d. Coordinate with Project Voice/Data Consultant or Architect for location of outlets and special power requirements.
- e. Coordinate with the Project Security Consultant or Architect for device rough-in and power requirements
- f. Coordinate with Project Systems Furniture Consultant or Architect for rough-in locations for systems furniture (power poles or base end feeds).
- g. Coordinate with civil on location of incoming gas on site to stub to building.
- h. Design of emergency generator system for special systems requiring emergency power.
- i. Site lighting and exterior building lighting including photometric plan as required.
- j. Performance specifications for Fire Sprinkler System and Fire Alarm System.
- k. Review submittals, process addendums and answer questions during Construction Phase.
- l. Site visits during construction phase during appropriate times to monitor MEP construction progress.

Items not included in base fee:

- a. Detailed cost estimating services or independent cost estimating by a third party.
- b. Energy/Utility modeling of the building.
- c. Printing costs. HCE to provide originals only for printing purposes at various phases.
- d. Voice/Data system design.

- e. Access Control/Security System design.
- f. LEEDS Building is not included in base MEP Fee and will be bill hourly unless another agreement is made.
- g. Site gas coordinated by Civil Engineer.
- h. Structural light pole bases by Structural Engineer.
- i. Engineered Commissioning of Envelope and Mechanical System

For these services we propose lump sum fee of \$73,500..

The Architect and/or Owner are responsible for obtaining plan review comments and forwarding to HCE. The contract documents should not be considered complete until all drawings have been revised to reflect all comments received from the local plan review personnel.

As is standard, all Cad backgrounds and title blocks are to be furnished by the Architect. All expenses such as long distance telephone calls, travel expenses, mileage at \$0.50 per mile, delivery charges, printing costs, etc., will be billed as reimbursable expenses with a 1.100 multiplier.

Billing will be according to the percentage of completion of the project the following Architect.

COMPLETION OF DESIGN DEVELOPMENT
COMPLETION OF CONTRACT DOCUMENTS
BIDDING PHASE
COMPLETION CONSTRUCTION ADMINISTRATION PHASE

In the event of termination of the project, the Engineer shall be compensated for all services performed up to the termination date based on the percentage of completion.

HCE Hardcopy Requirement. HCE requires hardcopy of plans for review at various phases agreed to with architect. Minimum requirement is 75% and 95% complete coordination set and 100%CD complete set and specifications for record purposes. Drawings size to be minimum of half size of original drawing.

HCE Submittal Requirement. In order to expedite the submittal process, along with an electronic copy, HCE requires contractor to provide 1(one) hardcopy of each MEP submittal for review and record purposes. HCE will then email submittal comment response page. Electronic submittals will be used for owner record purposes.

If the contractor is unable to provide a hard copy per specification requirements. HCE's rate schedule for printing cost for all submittals not sent as a hard copy are as follows:

-8.5 x 11 = \$0.50 per sheet minimum \$20.00 per submittal
-large format = \$12.00 per sheet minimum \$30.00 per submittal

These fees must be paid prior to release of retainage in contract.

Payments are due 30 days from invoice date. Late payments will bear interest at the rate of 1-1/2% per month, compounded monthly or the highest allowed by law.

Any changes, as approved in writing, after completion of documents or requested additional services will be billed hourly at the following rate schedule:

ENGINEERING SERVICES	RATE
PRINCIPAL	\$165.00
ENGINEERS	\$140.00
PROJECT MANAGER	\$125.00
SR. DESIGNER	\$105.00
COMPUTER AIDED DESIGNER	\$ 75.00
DESIGNER I	\$ 70.00
ADMINISTRATIVE/CLERICAL	\$ 60.00

The Engineer shall not have control or charge of, and shall not be responsible for, construction means, methods, field coordination, techniques, sequences or procedures, for safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, Subcontractors or any other person performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

Engineer will maintain a professional E & O Policy with minimum \$1,000,000 coverage during the term of the project.

The terms of this proposal are subject to change if not accepted within 30 days.

If this proposal is acceptable with you, we ask you to help us in complying with our Professional Liability Company's request to have signed contracts on all projects by signing and returning this proposal to us in a prompt manner. We will then execute the agreement and send you a signed copy.

Your business is appreciated.

Architect Firm

HCE

BY: _____

BY: BP Hendrix

DATE: _____
BJH/fh

DATE: March 30, 2012

2

Access by Design, Inc.

Access by Design, Inc. 12720 Midland Road, Suite 500 Dallas, Texas 75230 Tel: 214 343 7700 Fax: 214 343 7867 www.abyd.com

23 March 2012 (revised 26 September 2013)

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

Re: Midland Municipal Court Building
Midland, Texas
Proposal for Accessibility Consulting Services

Dear Mr. Sargent:

Access by Design, Inc. ("AbyD" and/or the "Consultant") is pleased to submit this proposal for Consulting Services to Brinkley Sargent (the "Architect"). This proposal, once executed by both Consultant and Architect, will allow work to commence immediately on your Project. Following such execution by the parties, this letter shall serve as either a final agreement or an interim agreement subject to a final contract which will be entered into by the parties and to which this letter will be attached and incorporated for all purposes. Thank you for inviting me to submit this proposal for consulting services on the Midland Municipal Court Building project. I look forward to the opportunity to work with you again.

Project Scope

We understand this project to consist of the new construction of a 27,300 SF building in downtown Midland with an estimated construction cost of \$6,800,000. Access by Design proposes to provide the following services:

- Preliminary TAS Plan Review
- TAS Plan Review as required by the State of Texas
- Preliminary TAS Site Inspection
- TAS Site Inspection as required by the State of Texas

Services

- 1) Access by Design will perform a **preliminary plan review** of design drawings provided by Brinkley Sargent Architects. The findings will be documented in a written report.
We propose a fixed fee for the preliminary plan review in the amount of\$ 550.00
- 2) Access by Design will perform a **TAS plan review** as required by Chapter 469, Texas Government Code, based upon 100% construction documents, signed and sealed. The project will be evaluated for compliance with the Texas Accessibility Standards as required by the State of Texas. The findings will be documented in a written report.
We propose a fixed fee for the TAS plan review, in the amount of\$ 690.00
- 3) Access by Design will perform a **preliminary inspection** upon substantial completion of construction and at the direction of Brinkley Sargent. The findings will be documented in a written report.
We propose a fixed fee for the preliminary site inspection, in the amount of\$ 600.00



- 4) Access by Design will perform a **TAS site inspection** upon completion of construction as required by Chapter 469, Texas Government Code. The project will be evaluated for compliance with the Texas Accessibility Standards as required by the State of Texas. The findings will be documented in a written report including site photos of any unacceptable conditions. This fee shall include a single site visit. Any additional visits requested by the Owner or Architect will constitute an additional service and shall be billed at an hourly rate of \$125 per hour, two hours minimum.

We propose a fixed fee for the final TAS inspection, in the amount of **\$ 690.00**

Total for all proposed services.....\$ 2,530.00

Reimbursable Expenses

Access by Design will require reimbursement for out-of-pocket expenses as indicated below.

TDLR Project Registration Filing Fee*..... **\$ 175.00**

Travel Fee (based upon round-trip mileage- two trips @ \$360)..... **\$ 720.00**

Total Estimated Reimbursable Expenses.....\$ 895.00

**Note: Payment of TDLR filing fees is due prior to our office registering the project. Access by Design will not collect TDLR filing fees if the project is registered prior to receipt in our office.*

Schedule

- 1) The preliminary TAS plan review will be performed and the report furnished to the Architect within 30 days of submittal of design drawings for review.
- 2) The TAS plan review will be performed and the report furnished to the Architect and Owner within 30 days of the submittal of construction documents, a completed Project Registration Form, and plan review fees.
- 3) The preliminary TAS site inspection will be performed and the report furnished to the Architect based upon a mutually agreed upon schedule.
- 4) The TAS site inspection will be performed and the report furnished to the Architect and Owner within 30 days of notification that project construction is complete, provided that all inspection fees have been paid.

Assumptions and Exclusions

- Access by Design shall have the right to rely on the accuracy, thoroughness and completeness of all information provided by the Architect, the Owner, or the Owner's representative(s) during all phases of this project.
- Access by Design does not assert that the proposed plan review and inspection services satisfy or replace reviews and inspections required by city building departments and local code authorities.
- Access by Design will review for compliance with only those accessibility codes and standards stated above.
- In the event that we jointly agree that additional consulting services are required, this would constitute an additional expense.
- Payments shall be due within 30 days from the date of the invoice.



If this Proposal meets with your approval, please indicate by signing below and returning one copy to me.

Sincerely,

Kimberly J. Goss
President

ACKNOWLEDGED AND APPROVED BY:

Signature

Date

Name / Title

Company

March 29, 2012



Mr. Hal Sargent
Brinkley Sargent Architects
5000 Quorum, Suite 600
Dallas, Texas 75254

Re: Midland Municipal Court, Midland, Texas
Proposal for Landscape Architectural Design Services

Landscape Architecture
Urban Design
Planning Services

302 Eighth St. NW
Albuquerque, NM 87102

(505) 764-9801
Fax 842-5495
cp@consensusplanning.com
www.consensusplanning.com

Dear Mr. Sargent:

Thank you for your interest in having Consensus Planning, Inc., provide landscape architectural design services for the above referenced project. We are excited about the opportunity to work with you on this project and provide the City of Midland with a landscape design that meets their needs and reacts favorably to aesthetics, cost, water use, and maintenance concerns.

The site includes the 23,700 SF New Court Building on a single City block, approximately 320' x 320', in Downtown Midland. The existing buildings and structures will be demolished for development. Proposed on-site surface parking will be identified. A plaza space is anticipated that will be included within the landscape design scope of services. The original study had a \$150,000 budget for landscape improvements.

Based on the information you provided, and the following assumptions, I have put together the following Scope of Services to prepare a landscape design for this project.

- Project architectural services will be performed by your office.
- Project engineering services will be provided by others under separate contract.
- Consensus Planning is not responsible for electrical design pertinent to the irrigation system; or civil and/or structural design related to any of the site improvements. We may provide highly qualified subconsultants for these services as necessary upon further discussion.
- Consensus Planning will be provided with an existing site base plan drawing and topographic survey in AutoCAD format (release 2007 or later).
- Consensus Planning will be provided with existing records or documents that indicate any existing conditions to remain.
- The design approach will be mostly xeriscape. Drought-tolerant plants appropriate for the region and site will compose the majority of the plant palette unless otherwise identified by the client.
- Accessibility and circulation will be a priority in the design.
- The project is not anticipated to pursue LEED certification. If you decide LEED certification is desirable to apply to the landscape features, we may supply all tasks associated with documentation for LEED certification as an additional service.
- No public meetings are anticipated to present concept(s) to local

PRINCIPALS

Karen R. Marcotte, AICP
James K. Strozier, AICP
Christopher J. Green, ASLA

ASSOCIATES

Jacqueline Fishman, AICP



neighborhood and special interest groups. In addition, attendance at the pre-bid meeting has been identified as not required for landscape. If you decide public presentation meeting(s) or attendance at the pre-bid meeting is desired, we may attend each as an additional service.

- **Project Meetings and Conference Calls** – Consensus Planning will meet with the project team on-site as well as via online meeting(s) and/or conference call(s) to review project specific issues, design approach, schedules, budget, collect necessary site documentation, etc.

For the purposes of this proposal, I have assumed four (4) in-person meetings including:

1. one (1) project Kick-off and Site Analysis meeting with project design team and City staff *[Task 1]*
2. one (1) review meeting of the Revised Schematic Design with project design team and City staff *[Task 2]*
3. two (2) construction phase site visits (including Final Inspection) *[Task 4]*

and I have assumed five (5) online/conference call meetings including:

1. one (1) project team review meeting for Schematic Design *[Task 2]*
2. one (1) review meeting with the City for the 60% Construction Documents *[Task 3]*
3. one (1) pre-construction meeting *[Task 4]*
4. two (2) construction administration *[Task 4]*.

Participation of Consensus Planning at additional meetings, or at the site, will require additional services.

Scope of Services

Task 1 – Programming, Site Analysis, and Kick-off Meeting

- A. **Site Analysis** – Consensus Planning will visit the site to review the existing conditions, particularly the surrounding landscape and building improvements, site slopes, views, and key elements of importance to be identified by the client. This trip will be coordinated with the timing of the project Kick-off Meeting. It is our hope that the topographic survey will be available prior to this meeting and analysis.

Task 2 – Schematic Design

- A. **Schematic Design Plans** - Consensus Planning will prepare one (1) overall schematic design plan. A color rendering of the plan and an amenities board including plant palette and site features, as applicable, will be prepared in a 24"x36" hardcopy and digital (pdf) formats for public presentation and marketing by the City.
- B. **Preliminary Cost Estimate** - prepare preliminary construction cost estimate.
- C. **Review Meeting**– review schematic design and cost estimate with you and the project team members as you deem appropriate via conference call.
- D. **Revised Schematic Design Plans** - Based on comments received during the review meeting, Consensus Planning will prepare a revised overall schematic design plan. A color rendering of the plan and an amenities board(s) including



plant palette and site features, as applicable, will be prepared in a 24"x36" hardcopy and digital (pdf) formats for public presentation and marketing by the City.

- E. Review Meeting– review schematic design and cost estimate with you, the project team members, and City staff as you deem appropriate.

Task 3- Construction Documents

- A. Design Development Documents - Based on comments received during the review meetings with the City and the public, Consensus Planning will prepare a design development submittal. The submittal will be to 60% completion and will include a dimensioned site plan, irrigation plan(s), planting plan(s), and landscape construction details.
- B. Plan Review/Meeting – The 60% plans will be submitted for review by the City. Any necessary meeting will be attended via conference call.
- C. Construction Documents - Based on comments received from the design development submittal, Consensus Planning will develop Construction Documents and Technical Specifications to 100% completion.
- D. Final Cost Estimate – prepare final construction cost estimate.

Task 4 – Bidding and Construction Administration

- A. Review submittal material, and provide drawing clarification as necessary.
- B. Attend pre-construction meeting via conference call.
- C. Conduct two (2) site visits, including a final walk through inspection, to review work in progress and identify punch list items. Consensus Planning will prepare field notes which track construction progress, quality and completeness of work, etc. In addition, two (2) construction administration online/conference call meetings are included to address any concerns as needed.

Cost of Services

Consensus Planning will provide the services detailed above as follows:

Task 1 – Programming, Site Analysis, and Kick-off Meeting	\$2,860.00
Task 2 – Schematic Design	\$4,840.00
Task 3 – Construction Documents	\$5,860.00
Task 4 – Bidding & Construction Administration	<u>\$3,690.00</u>
Total	\$17,250.00

Fees do not include travel expenses such as flights, rental cars, or hotels (as needed) per our understanding that there is a separate budget in your contract for reimbursable costs which includes all consultants. In addition, fees do not include any application or permitting fees, gross receipts taxes or reimbursable expenses such as printing or plotting, postage, deliveries, photography, graphic materials, or additional subconsultant services. Reimbursable expenses will be billed to you at our cost plus ten percent. Additional services will be provided on an hourly basis per our billing rates defined below, and only with prior client authorization.



Standard Hourly Rate Schedule*

Principal/Planner	\$125.00
Principal/Landscape Architect	\$115.00
Associate/Planner	\$105.00
Senior Planner	\$95.00
Landscape Architect	\$95.00
Planner II	\$85.00
Landscape Designer II	\$85.00
Planner I	\$75.00
Landscape Designer I	\$75.00
CAD Technician	\$55.00
Administrative	\$45.00

*Hourly rates may be adjusted annually, notice will be provided on the first invoice following the adjustment.

Continuation of Project

If you should decide to suspend or abandon this project, in whole or in part, Consensus Planning, Inc. will require compensation for all services performed and reimbursable expenses incurred prior to this action.

Changes in Scope Of Work

If the scope of the Project or of the Consultant's services is changed materially, the budgetary estimate shall be equitably adjusted. In addition, substantial revisions requested, after initial Client approval of the design, will also be billed on an hourly basis.

Payments

Consensus Planning, Inc. will bill you on a monthly basis for services rendered on an hourly basis according to the above stated hourly rates and fees. Payments are due and payable upon receipt of invoice. Amounts unpaid thirty days after the invoice date shall bear interest at the rate of one and one-half percent (1.5%) per month. Outstanding invoices over 90 days past due will result in stoppage of work on the project until the balance is paid or arrangements for payment made.

Please contact Laurie Firor or me if you have any questions regarding the scope of services or other parts of this agreement. If this proposal meets with your approval please sign and return one copy of this agreement. We look forward to working with you on this project and are available to begin upon your authorization.

Sincerely,

APPROVAL

Signature

Chris Green, PLA, ASLA, LEED AP
Principal

Title

Date



ESTIMATING SERVICES PROPOSAL

**City of Midland, Texas
Midland Municipal Court Building
Midland, Texas**

Submitted to:

**Brinkley Sargent Architects
5000 Quorum Drive, Suite 600
Dallas, TX 75254**

**Hal Sargent
hsargent@brinkleysargent.com**

**972.960.9970 p
972.960.9751 f**

Submitted by:

**CCM Construction Services, LLC
P.O. Box 120455
Arlington, TX 76012-0455**

**John Coakley
john@ccmconstructionservices.com**

**214.906.8751
214.354.0405**

September 25, 2013

PROJECT ESTIMATING SERVICES

CCM Construction Services, LLC proposes to provide project cost estimating services for the Midland Municipal Court Building project. The scope of services and pricing are as follows:

SCOPE OF WORK:

1. Gather appropriate information from project manager, architect, owner's representative, subcontractors, or other pertinent individuals required to develop project cost estimate for the following phases of design:

Design Development

2. Major intermediate and completion schedule milestones, phasing and sequence of work, and other constraining factors will be analyzed sufficiently to support CCM's basis of estimating methods and assumptions.
3. Scope includes interaction and open communication with all design team members. CCM agrees to conceal and maintain proprietary, privileged, or confidential information among relevant parties.
4. Thorough estimate review and comment will be necessary by the design team to ensure all items and scope of work is included in the cost estimate.
5. CCM will participate in one design team estimate reconciliation meeting as requested by the Architect/Engineer for each estimate submittal. It is anticipated that any reconciliation meetings will be via conference call as this proposal does not include hourly rates or fees for travel reimbursement if required.
6. Site visits are not included in the proposal. CCM understands the project is to be constructed on an open block and a site visit is unnecessary at this time.
7. Cost estimating services in this proposal do not include special requests made by the Owner or Architect/Engineer for alternative analysis beyond the existing scope of the project.
8. CCM's fee is based upon services provided prior to September 30, 2014. Proposal fee is subject to adjustment thereafter.
9. The cost estimate format will be based on Construction Specifications Institute (CSI) 2004 MasterFormat and developed in an Excel spreadsheet.
10. CCM's fee will be a Lump Sum Fee and billed by percent complete on a monthly basis. Upon request, timesheets will be provided.

PROPOSAL FEE

Project Cost Estimate – Design Development \$7,750.00

Proposed Hourly Rate for Additional Services (if Requested) \$125.00/hour

Terms:

A service charge on all past due accounts of 60 days or more will accrue at the rate of 0.5% per month or the maximum allowed by law, whichever is less.

The above bid price is based upon services stated. Invoice will not exceed the stated amount unless change of scope occurs. CCM shall not be liable for special or consequential damages arising from the provisions of or failure to provide services or support hereunder.

CCM Construction Services, LLC

Brinkley Sargent Architects

Date: _____
John Coakley, Director and Principal

Date: _____
Hal Sargent



19055 West 43rd Avenue / Wheat Ridge, CO 80033
303.421.6800 / 303.421.6321
www.me-engineers.com

EXHIBIT J

March 6, 2013

Hal Sargent
Brinkley Sargent Architects
5000 Quorum, Suite 600
Dallas, TX 75254

**RE: City of Midland, TX - Municipal Court Building
Engineering Services Proposal
Technology Systems**

Dear Hal,

We would like to thank you for the opportunity to prepare a proposal for technology systems design services for the City of Midland Municipal Court Building project.

We propose the following services for your consideration:

I. SCOPE AND DESCRIPTION:

A. Project Description:

This proposal is based on your email correspondence dated March 21, 2012 and in particular technology systems consulting as outlined. The project is a new Municipal Court Building to be constructed for the City of Midland, Texas.

The building is currently planned to have the following architectural attributes.

- Building Area: Approximately 23,700 Square Feet.

B. Scope of Work

The technology systems scope shall include the following work:

1. Communications Infrastructure:

- a) Planning and layout design of communications rooms including Telecommunications Service Entrance Facility (TEF), Main Communications Room (MC/MDF), and Intermediate Communication Distribution Rooms (IC/IDFs).
- b) MEP Support Systems: Assist in coordinating environmental air requirements, electrical distribution requirements, and fire suppression systems for communication rooms. Additionally, assist in coordinating power receptacle at communication device locations.

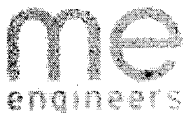
- c) **Raceway Infrastructure:** Design and specification of communications systems backbone and horizontal raceway infrastructure. Components include sleeves, conduit, back-boxes, junction boxes, enclosures, ladder rack, cable tray, and j-hooks.
- d) **Telecommunications Ground System:** Design and specification of a dedicated telecommunications grounding system including ground bus, bonding backbone cable and supporting raceways.
- e) **Building Backbone Communications Infrastructure:** Design and specification of backbone infrastructure including cable and terminations. Infrastructure typically consists of multi-mode and single-mode fiber optic media, and Category 3 copper media routed between the main communications room and intermediate communications rooms/closets.
- f) **Building Horizontal Communications Infrastructure:** Design and specification of horizontal infrastructure including cable and terminations. Infrastructure typically consists of Category 5E, Category 6, and/or Category 6A UTP copper media.
- g) **Building Horizontal CATV Infrastructure:** Design and specification of horizontal infrastructure including cable and terminations. Infrastructure typically consists of RG-6 or RG-11 coax media.
- h) **Communications Hardware:** Design and specification of passive hardware components such as equipment cabinets / racks, plywood backboard, cable managers, patch cord managers, d-rings, etc. within communications rooms.
- i) **Outside Plant Communications Backbone Infrastructure:** Design, specifications, and coordination of any outside plant (OSP) infrastructure for site requirements, adjacent buildings, and/or campus arrangements. Infrastructure typically includes raceway, manholes, hand-holes, pull-boxes, Category 3 cables, multi-mode and/or single-mode fiber optic cables, terminals, copper protectors, etc. Actual documentation can either be coordinated with Civil Engineer and/or shown by M-E Engineers, Inc.
- j) **Service Provider Utilities:** Design, specification, and coordination of service provider raceway infrastructure from property line to demarcation point within building. Please note that all cable and associated terminations shall be specified and provided by the Telecommunications Service Provider. Actual documentation can either be coordinated with Civil Engineer or shown by M-E Engineers, Inc.

2. Audio Video Systems

- a) **Infrastructure:** Design and specification of AV system infrastructure including conduit, floor box and poke-thru devices, pull, job, and junction boxes, enclosures, specialized back boxes and device detail drawings.
- b) **Hardware:** Design and specification of audio video systems required hardware components including equipment cabinets and racks, projector and video flat panel mounts, motorized lifts, loudspeaker flyware, etc.
- c) **Head-end Equipment:** Specifications, equipment lists, equipment layouts on plan drawings, system one-line flow diagrams for audio, video and control systems showing their interconnectivity. Equipment shall include video conferencing, audio and video amplification and distribution equipment, digital signal processors (DSP), ATSC tuners, CODECs, video scalars, signal converters, audio and video source equipment, control system CPUs, touch panel controllers, program and ceiling loudspeakers, wired and wireless microphones, assistive listening system (per ADA), projection screens and HD projectors, professional video flat panel displays, AC power sequencers etcetera.

3. Security System:

- a) **Electronic Access Control System:** Design of employee access control components including head-end monitoring equipment, system controllers, card readers, keypads, remote door release buttons, request-to-exit functions, and ADA door operator button interfaces. This design includes coordination with door hardware designer to ensure proper system interface, control, and power is provided based on each door hardware and/or lock type.
- b) **Intrusion Detection System:** Design of intrusion detection components including head -end monitoring equipment, system controllers, door status monitors, motion sensors, duress buttons, and glass break sensors.
- c) **Video Surveillance System (CCTV):** Design of video surveillance system components including video cameras, video directory servers, network video recorders and/or storage devices, multiplexers / switchers, video monitors, camera controllers, and computer workstations.
- d) **Central Monitoring Station:** Design of a central security monitoring station including computer workstations, video displays, event call-up video displays, multiplexers, video matrixes, and camera controller joystick / keypads.



ME Engineers, Inc.
43555 West 40th Avenue / Wheat Ridge, CO 80033
Tel: 303-421-9955 / Fax: 303-421-9331 / www.me-engineers.com

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4. Acoustical Design:

- a) HVAC System Noise and Vibration Control (Courtrooms & Ancillary Spaces): Provide design guidelines, details, and specifications for noise and vibration control measures. This includes review of all wall, ceiling, and floor types relative to the building HVAC system. Up to two acoustical analyses will be performed for each area within the building.

C. Scope of Services:

Provide technology systems engineering services including the design of communications infrastructure, audio visual, and security systems. The design process will ensure the system meets the Owner's requirements and complies with Building Industry Consulting Services International (BiCSi) and EIA/TIA standards. A BiCSi Registered Communications Distribution Designer (RCDD) will supervise the design.

Audio Video Systems will be designed with the Owner's requirements at the forefront while implementing industry best practice design criteria as a basis of design. Where similar spaces exist, i.e. duplicates, it will be assumed that the same design will be used of each space. A licensed professional electrical engineer (PE) will supervise the AV design.

The following services have been included in our scope of work:

1. **Project Meetings:** M-E to attend (2-3) project meetings in Midland, TX and/or Dallas during the design phase with the Owner, Architect and Contractor. Additionally, acoustical consultant to attend up to (2) project meetings in Midland, TX and/or Dallas during the design phase.
2. **Design Development:**
 - a) Review and meet with Owner and Architect.
 - b) Initiate coordination of system requirements with Architect and other project team members.
 - c) Prepare drawings with information such as symbol legends, one-line diagrams, area floor plans with equipment layouts, device details, and enlarged room plans and elevations with equipment layouts.
 - d) Prepare specifications of systems.
 - e) Make corrections to drawings and/or specifications as required by plan check to obtain an approved building permit and meet Owner's requirements.
3. **Construction Documents:**
 - a) Finalize coordination of system requirements with Architect and other project team members.
 - b) Finalize drawings with information such as symbol legends, one-line diagrams, area floor plans with equipment layouts, device



M E Engineers, Inc.
10055 West 42nd Avenue, Westridge, CO 80033
t: 303.421.4300 f: 303.421.3331 / www.me-engineers.com

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Colorado Springs / Dallas / Denver / El Paso / Fort Worth / Houston / Kansas City
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- details, and enlarged room plans and elevations with equipment layouts.
- c) Finalize specifications of systems.
 - d) Make corrections to drawings and/or specifications as required by plan check to obtain an approved building permit and meet Owner's requirements.
4. Bidding and Negotiation:
- a) Make recommendations to the Client and Owner regarding the bids or proposal received.
 - b) Answer questions referred by the Client and assist in the preparation of addenda deemed necessary by the Client.
5. Construction Administration:
- a) Review product data submittals.
 - b) Review shop drawings.
 - c) Answer questions during construction phase.
 - d) Provide (1) intermediate site observations with written report at relevant stage of construction.
 - e) Provide (1) final site observation upon construction completion including punch with final observation or punch-list report.

II. EXCLUSIONS:

The following services are excluded or subject to an additional fee:

- A. Telephone System: Design, specification, coordination, documentation, and commissioning of any telephone system equipment.
- B. Data Network Equipment: Design, specification, coordination, documentation, and commissioning of any data network equipment.
- C. Specialty Audio/Video: Design, specification, coordination, documentation, and commissioning of any remote arraignment, hardware based event recording, digital signage / wayfinding or broadcast systems.
- D. Specialty Acoustics: Design, specification, coordination, documentation, and commissioning of any room acoustics (for courtrooms, etc.) or interior sound insulation design (courtrooms and ancillary areas).
- E. Project Meetings: Provisions for attendance at weekly project meetings during construction phase.
- F. On-Site Engineer: Provisions required for a full-time on-site engineer.
- G. Installation: Materials, installation, and testing of any system components.
- H. CAD Standards: Provisions for standards or layering strategy other than M-E Engineers, Inc. standards.



M-E Engineers, Inc.
10000 West 17th Avenue / Wheat Ridge, CO 80033
Phone: 303.421.1100 / 303.421.0001 / www.me-engineers.com

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Colorado Springs / Dallas / Denver / Florida / Kansas City
London / Los Angeles / New York / San Diego / Salt Valley

- I. Commissioning: Provisions for commissioning and certification of any system.
- J. Other: Design, specification, coordination, documentation, and commissioning of any other low voltage special systems not mentioned above i.e. Building Management System, etc. This includes all raceway infrastructure, cable, terminals, and other associated equipment, etc.

III. FEE PROPOSAL:

A. Services Fee:

Lump sum amount of **\$ 56,000** plus reimbursable expenses as noted in Section IV. - Terms and Conditions.

The fee break-out is as follows:

• Communications Infrastructure:	\$ 13,000
• Security System:	\$ 16,000
• Audio / Visual System:	\$ 18,000
• Acoustical Design (HVAC):	\$ 9,000

B. Additional Services:

Any additional services not included with this proposal and/or items specifically excluded will be compensated on a time basis at our prevailing hourly rate or an agreed upon fixed amount. Refer to the attached Hourly Rate Schedule for additional information. All additional work requested shall be authorized in writing prior to initiation and completion.

IV. TERMS AND CONDITIONS:

A. Reimbursable Expenses:

Reimbursable expenses will be billed monthly at cost for the following: Long-distance telephone calls; travel costs in connection with the project, including transportation and subsistence; messenger service; express mail; printing costs except for the normal exchange during project.

B. Schedule and Continuity:

Fees are based on the assumption that the project will run without interruption and is scheduled for completion on or before the currently scheduled date. If there are extended delays beyond our control, we would expect to negotiate with you for an equitable adjustment of our compensation.

C. Contract Execution:

The Client may execute an AIA standard contract with M-E Engineers, Inc., upon acceptance of this proposal. This proposal, along with any other approved letters outlining our scope of work, will be an appendix to the contract. All contracts shall



M-E Engineers, Inc.
10035 West 4th Avenue, Suite 100, Broomfield, CO 80023
Phone: 303.421.0331 | Fax: 303.421.0331 | www.me-engineers.com

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TECHNOLOGY SYSTEMS PROPOSAL

2013.03.06

Page 7

be subject to review by M-E Engineers' legal representative prior to contractual binding of services and fees.

D. Approval:

We must receive a signed copy of this proposal prior to performing substantial work.

E. Additional Terms and Conditions:

Refer to attached document Exhibit-A for additional requirements.

Please sign this letter and return a copy to us for our files. We are looking forward to working with you on this exciting project.

In the event you have any questions or require any additional information, please contact me.

Sincerely,

M-E Engineers, Inc.
Denver Office



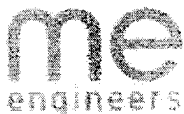
Kevin Devore, RCDD
Associate
Technology Design Group

Approved and accepted this _____ day of _____, 2013

Organization: _____

By: _____ Title: _____

Cc: Chris Jones-MEE/Denver
Mike Hart-MEE/Denver



M-E Engineers, Inc.
30055 West 43rd Avenue, Wheat Ridge, CO 80033
t: 303.421.0331 f: 303.421.0331 / www.me-engineers.com

denver / colorado springs / boulder / fort collins / grand junction / montrose / durango / alamosa /
colorado springs / austin / phoenix / indianapolis / kansas city
london / los angeles / new york / san diego / vail valley

**M-E ENGINEERS, INC.
HOURLY RATE SCHEDULE – 2013**

DENVER OFFICE

Principal	\$200/hr
Sr. Associate	\$170/hr
Associate	\$150/hr
Senior Project Manager	\$145/hr
Project Manager	\$135/hr
Project Engineer	\$115/hr
Designer	\$100/hr
CAD Operator	\$ 90/hr
Administrative Staff	\$ 75/hr



M-E Engineers, Inc.
10055 West 40th Avenue / Greenwood Village, CO 80120
T: 303-421-0000 / F: 303-421-0001 / www.me-engineers.com

M-E Engineers, Inc. has offices in the following locations:
colorado springs / dallas / denver / india / kansas city
london / los angeles / new york / san diego / valdosta

M-E ENGINEERS' TERMS AND CONDITIONS

The following Terms and Conditions and the initials required below are a part of this Agreement.

M-E Engineers, Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, M-E Engineers will have access to the site for activities necessary for the performance of the services. M-E Engineers will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Consistent with City PSA (Exhibit A)

Billing/Payments:

Invoices for M-E Engineer's services shall be submitted, at M-E Engineer's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 10 days after the client receives payment. If the invoice is not paid within 60 days, M-E Engineers may, terminate the performance of the service.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 0.5% (or the legal rate, whichever is less), on the then unpaid balance.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless M-E Engineers, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of M-E Engineers.

Certifications:

Guarantees and Warranties: M-E Engineers shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence M-E Engineers cannot ascertain.

Verification of Existing Conditions Clause:

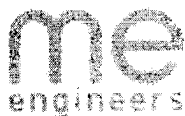
Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, (the Client) agrees that, except for the negligence on the part of M-E Engineers, Inc., (the Client) agrees to indemnify and hold M-E Engineers, Inc. harmless from any claims, liability arising or allegedly arising out of the professional services provided under this agreement.

Termination of Services:

This agreement may be terminated by the Client or M-E Engineers should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay M-E Engineers for all services rendered to the date of termination, all reimbursable expenses.

Ownership of Documents:

Consistent with City PSA (Exhibit A)



M-E Engineers, Inc.
9000 West 4th Avenue / Westridge Road 80033
Tel: 303.421.0331 / 303.421.0333 / www.meengineers.com

Colorado Springs / Denver / Fort Collins / Pueblo / Kansas City
London / Los Angeles / New York / San Diego / Salt Lake City

EXHIBIT K

MIDLAND MUNICIPAL COURT BUILDING

SCOPE OF WORK FOR FURNITURE, FIXTURES AND EQUIPMENT

Research:

- A. Site visit current facility and document current furniture to remain.
- B. Incorporate existing furniture into new building.

Design Development:

- A. Meet with Police and City staff to establish FF&E requirements.
- B. Coordinate FF&E requirements with architectural floor plans.
- C. Update Budget.

Construction Administration Phase:

- A. Meet with city staff to establish furniture standards and requirements.
- B. Present standards of quality finish and staffing hierarchy to city staff.
- C. Establish and review Scope of FF&E based upon budgeting and interior design constraints.
- D. Present FF&E preliminary package to city staff.
- E. Present final FF&E package to city staff and finalize Budget.
- F. Complete specifications and drawings for purpose of bidding package.
- G. Coordinate the city staff bidding package front end general conditions consistent with city purchasing standards.
- H. Coordinate all MEP/Dimensional issues between bid package and building Construction documents.
- I. Prepare bid package for city issuance.
- J. Advise Owner and Bidders on clarifications, substitutions and issuance of Addenda.
- K. Coordinate all vendor discussions with city.
- L. Assist Owner in evaluating prices and make recommendation for contract awards.
- M. Advise Owner and Vendor(s) on clarification items following notice to proceed.
- N. Provide on-site representative during furniture installation. (2 days)
- O. Make two (2) on-site visits to review completed FF&E installation and develop and process furniture punch list.
- P. Make one (1) on-site visit to review completed punch list prior to Owner's final acceptance.

Exclusions:

- A. Work set forth by the Owner which is not set forth in the Basic Services
- B. Revisions to work that are inconsistent with previous approvals or instructions.
- C. Services related to the advertisement of bidding documents.
- D. Services to develop and/or evaluate alternates for the bid documents.
- E. Services to develop multiple bid documents other than stated above.
- F. Services to develop record drawings.
- G. Additional presentations other than stated above.

Owners Responsibilities:

- A. Provide single project representative.
- B. Exercise review and approval function in accordance with the agreed project schedule.
- C. Provide pertinent information developed to date which will affect the work to be performed for this project.
- D. Advertise furniture bids.
- E. Execute the contract awards into signed agreements with the successful furniture bidders.
- F. Provide all management and coordination for the relocation of any existing FF&E i.e., copiers, computers, microfiche, etc.

W. C. HAMILTON ENGINEERING, INC.

EXHIBIT L

P. O. Box 61307 Midland, TX 79711-1307 (432) 550-5866 Fax (432) 550-5899

October 7, 2013

Mr. Hal Sargent, AIA
Brinkley Sargent Architects
5000 Quorum Drive, Suite 600
Dallas, TX 75254

Reference: City of Midland Municipal Court Building
Site between E. Illinois Avenue and E. Texas Avenue
Midland, Texas
Proposal No. 13-10-06

Dear Mr. Sargent:

At the request of Mr. M. Roland Holder, P.E., with Smith Engineering Company, Midland, Texas, we are presenting this proposal to provide geotechnical engineering services for the referenced project. For over thirty-three years I have been performing geotechnical investigations in the West Texas area and I am pleased to have the opportunity to provide these services to you and your firm.

Attached are our *Scope of Services* (Attachment A), a plan for evaluating subsurface soil properties to determine soil bearing capacities for the proposed structure, and our *Fee Estimate* (Attachment B). Also enclosed is a copy of our contract for these services for your review. To authorize us to proceed, please sign and return a copy to us.

Our firm participates in the national AASHTO Materials Reference Laboratory (AMRL) proficiency sample program for soils and CBR.

For your information, a copy of my resume, a listing of my experience record for major projects, a partial listing of recent projects for which our firm has provided geotechnical engineering services, a listing of public school district projects for which our firm has provided geotechnical engineering services, and a partial profile of university projects for which I have served as the geotechnical engineer are included in this proposal.

We look forward to working with you on this project. If you have any questions or comments, please do not hesitate to call.

Sincerely,

W. C. HAMILTON ENGINEERING, INC.

Texas Registered Engineering Firm F-3724



William C. Hamilton, P.E.
Vice-President

WCH/dh
Attachments

A HUB-Certified Firm

ATTACHMENT A

PROPOSAL FOR GEOTECHNICAL SERVICES

SCOPE OF SERVICES

**City of Midland Municipal Court Building
Site between E. Illinois Avenue and E. Texas Avenue
Midland, Texas
Proposal No. 13-10-06**

Field Investigation: The subsurface investigation has been designed to provide data that will aid the structural engineer in evaluating the natural material for foundation and pavement design purposes. Five borings will be drilled at the site. Planned boring depth is 20.0 feet for each boring. This depth and the number of borings are based on the estimated size of the proposed structure and the anticipated subsurface materials at the site.

Laboratory Testing: The laboratory testing program has been designed to provide general soil classification criteria, unconfined compressive strength characteristics, and consolidation characteristics (if applicable).

Engineering Services: Results of the field and laboratory portions of the investigation will be used in engineering studies to determine allowable bearing capacities, recommended foundation types, and pavement design.

Reporting: An electronic copy and one hard copy of the report will be provided unless directed otherwise. Verbal information will be provided, when requested, after drilling operations are completed.

Scheduling: The schedule for the investigation described herein is as follows:

1. The field portion will require approximately one to two days to complete. We are prepared to begin work within three to fifteen working days after receipt of authorization to proceed.
2. The routine laboratory work for this project will require five to eight working days to complete.
3. The engineering study and report preparation portion of the investigation is estimated to require one to two working days.
4. These ranges are based on current commitments and are subject to change.

Based on these estimates, we anticipate that the investigation described herein will require approximately two and one-half to three and one-half weeks from the start of drilling to complete. It is our understanding that all utilities, if any, will be cleared prior to our drilling and that physical access to the holes will be provided.

ATTACHMENT B

PROPOSAL FOR GEOTECHNICAL SERVICES

FEE ESTIMATE

**City of Midland Municipal Court Building
Site between E. Illinois Avenue and E. Texas Avenue
Midland, Texas
Proposal No. 13-10-06**

<u>SCOPE OF SERVICE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
Field Operations, Laboratory Investigation, Engineering Analysis, and Report	1.0 lump sum	\$ 6800.00	<u>\$ 6,800.00</u>
Total:			\$ 6,800.00

AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES

THIS AGREEMENT is by and between Brinkley Sargent Architects, 5000 Quorum Drive, Suite 600, Dallas, TX 75254, represented by Mr. Hal Sargent, AIA, hereinafter called CLIENT, and W. C. Hamilton Engineering, Inc., P. O. Box 61307, Midland, TX 79711-1307, hereinafter called CONSULTANT, who agree as follows:

1. CLIENT desires to engage CONSULTANT to provide geotechnical engineering and related services in connection with CLIENT'S project described as follows and hereinafter referred to as the project:

Geotechnical Investigation, City of Midland Municipal Court Building, Site between E. Illinois Avenue and E. Texas Avenue, Midland, Texas.

2. CONSULTANT shall provide geotechnical engineering and related services for the project in accordance with the accompanying LETTER PROPOSAL NO. 13-10-06 and ATTACHMENTS A and B which describe the scope of services and the estimated cost of the services to be provided. The TERMS AND CONDITIONS TO AGREEMENT presented on pages 2 and 3 constitute a part of this Agreement, and by CLIENT'S signature below acknowledges that he has read, understood, and agrees thereto.

EXECUTED THIS _____ day of _____, 2013.

By _____
(Signature)

(Printed or Typed Name)

Title _____
CLIENT

By Deborah S. Hamilton
(Signature)

Deborah S. Hamilton
(Printed or Typed Name)

Title _____
President
CONSULTANT

TERMS AND CONDITIONS TO AGREEMENT

- I. Services:** Consultant shall provide the Client professional services in a manner consistent with the standard of care ordinarily exercised by the profession in the same locality. The Consultant's reports and all attachments and data used to generate the report are instruments of the professional service, not products. Consultant shall provide only those services deemed necessary in the opinion of the Consultant to provide the professional service for the Client's project as outlined in Attachment A "Scope of Services".
- II. Client Responsibilities:** Client shall provide notifications to affected third parties indicating that Client has granted or obtained free access to site for Consultant to perform the site exploration services. Client shall provide Consultant with information relating to the project size, use, site description, site location and a site plan showing property limits. Client shall notify Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of Consultant's services.
- III. Payment:** Client shall pay Consultant's invoice for services under this agreement upon receipt. Invoices for services under this agreement not paid within sixty days of the invoice date will be charged a late payment fee consistent with local prevailing rates. The late payment fee will be added to the outstanding amount at the end of each 30 day period the invoice remains unpaid. Client shall be responsible for paying all Consultant's attorneys fees and costs should the Consultant have to take action to collect on past due amounts after 60 days of non-payment.
- IV. Insurance/Risk Allocation/Limitation of Liability:** Consistent with City Professional Services Agreement (Exhibit A)
- V. Site Access:** Client shall provide access to the Consultant's equipment for performance of the service. Consultant shall notify Texas811 a minimum of two days prior to commencement of the field portion of the project. Client shall be responsible for informing Consultant of any known underground obstructions on the project site. Consultant shall not be responsible for damage to or damage caused by encountering unknown underground obstructions (utility, sewer, water, electrical, phone etc.).
- VI. Dispute Resolution:** Consistent with City Professional Services Agreement (Exhibit A)
- VII. Hazardous Environmental Conditions:**
 - A. Client has disclosed to Consultant all data available to Client concerning known or suspected Hazardous Environmental Conditions or has represented to Consultant that to the best of its knowledge a Hazardous Environmental Condition does not exist at or near the Site.
 - B. If any Hazardous Environmental Condition is encountered or alleged, Consultant shall have the obligation to notify Client and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
 - C. It is acknowledged by both parties that the Consultant's scope of services does not include any services related to an undisclosed Hazardous Environmental Condition. In the event Consultant or any other party encounters an undisclosed Hazardous Environmental Condition, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portions of the Project affected thereby until Client: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable Laws and Regulations
 - D. Client acknowledges that the Consultant is performing professional services for Client and that Consultant is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with Consultant's activities under this Agreement.
 - E. If Consultant's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify the Consultant's terminating this Agreement. Client agrees to pay Consultant for services performed.
- VIII. Notices:** Any notice required under this agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- IX. Survival:** All express representations, indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- X. Severability:** Consistent with City Professional Services Agreement (Exhibit A)
- XI. Waiver:** Consistent with City Professional Services Agreement (Exhibit A)
- XII. Successors, Assigns, and Beneficiaries:** Consistent with City Professional Services Agreement (Exhibit A)
- XIII. Controlling Law:** This agreement is to be governed by the laws of the State of Texas.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2013

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 Keystone Southwest Insurance Agency P O Box 1747 Rockwall TX 75087 INSURED BRINKLEY SARGENT ARCHITECTS, INC. 5000 QUORUM DRIVE, STE 600 DALLAS TX 75240	CONTACT NAME: Linda Nichols PHONE (A/C No. Ext.): (972) 771-3861 FAX (A/C No.): (972) 772-1021 E-MAIL ADDRESS: lnichols@keystonesouthwest.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: American Casualty Company</td> <td>20427</td> </tr> <tr> <td>INSURER B: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C: Continental Casualty Insurance</td> <td>20443</td> </tr> <tr> <td>INSURER D: Texas Mutual Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American Casualty Company	20427	INSURER B: Continental Insurance Company	35289	INSURER C: Continental Casualty Insurance	20443	INSURER D: Texas Mutual Insurance Co.		INSURER E:		INSURER F:	
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INSURER D: Texas Mutual Insurance Co.															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 2011/12 all**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			2026492125	12/15/2012	12/15/2013	EACH OCCURRENCE	\$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$ 10,000
	☒ ARCH/ENGINEERS BLKT.						PERSONAL & ADV INJURY	\$ 2,000,000
	☐ ADDITIONAL INSURED						GENERAL AGGREGATE	\$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						\$	
B	AUTOMOBILE LIABILITY			2048498452	12/15/2012	12/15/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							PIP-Basic	\$
C	☒ UMBRELLA LIAB ☒ OCCUR			2095624102	12/15/2012	12/15/2013	EACH OCCURRENCE	\$ 2,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$ 2,000,000
	☐ DED ☒ RETENTION \$ 10,000							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF1175909	1/1/2013	1/1/2014	☒ WC STATUTORY LIMITS ☐ OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Midland Court

The City of Midland is included as additional insured on a claims occurred basis, on all policies except for Worker's Compensation when required by written contract. Waiver of subrogation applies with respect to claims against the City of Midland, its agents, employees and officers on all policies of insurance as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Midland City Hall 300 N. Loraine Midland, TX 79701	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 James Leeker/LINDA
---	--

ACORD 25 (2010/05)

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INS025 (2010/05) 01

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EXHIBIT N
BRINKLEY SARGENT ARCHITECTS

BILLING RATES
2012

TITLE	RATE/hr.
Senior Principal	225.00
Principal/Project Manager	150.00
Project Architect	110.00
Construction Administrator	100.00
Senior Programmer	100.00
Staff Architect	95.00
Architectural Designer II	90.00
Architectural Designer I	75.00
Interior Designer	80.00
Administration	60.00

Billing Rates are reviewed by Architects yearly. Rates are subject to adjustment July 1st of each year



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 10/22/2013

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution approving two (2) annual master agreements for fertilizer for the Spraberry Farm for the Utilities Department.

Purpose:

Approval of a resolution authorizing the purchase of fertilizer for use at the Spraberry Farm.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

\$114,750.00 Water & Sewer Fund

Discussion:

The term for these master agreements is one (1) year. The bid includes nine (9) various fertilizer mixes for varying conditions at the farm. The operator of the farm may order any amount or combination of fertilizer mixtures during the term of the agreement up to a maximum of \$114,750.00. This year we received two (2) bids. The low bidder for items 1, 2, 4-6, and 8 is Helena Chemical Company and the low bidder for items 3, 7 and 9 is BWI Companies, Inc. dba BWI Dallas/Ft. Worth.

Therefore, please consider approval of a resolution authorizing an annual master agreement for fertilizer with Helena Chemical Company of Stanton, Texas for an estimated cost of \$79,445.80 and consider approval of a resolution authorizing an annual master agreement for fertilizer with BWI Companies, Inc. dba BWI Dallas/Ft. Worth of Carrollton, Texas for an estimated cost of \$18,782.00. These agreements are based on estimated quantities and will vary depending on the need for certain fertilizer mixtures, however, the total expenditure for both master agreements combined will not exceed \$114,750.00 for the one (1) year term of the master agreements.

RESOLUTION NO. _____

**RESOLUTION APPROVING THE PURCHASE OF
FERTILIZER, IN VARIOUS MIXES, FROM HELENA
CHEMICAL COMPANY OF STANTON, TEXAS, AND
BWI COMPANIES, INCORPORATED, DBA BWI
DALLAS/FT. WORTH, OF CARROLLTON, TEXAS, AT
A TOTAL COST NOT TO EXCEED \$114,750.00**

WHEREAS, the City Manager authorized advertisement for bids for fertilizer in nine (9) various mixes, for use in varying conditions at the Spraberry Farm; and

WHEREAS, Bid No. 6801-14 was opened on October 2, 2013, with the low and/or most advantageous bids being submitted from Helena Chemical Company, of Stanton, Texas, and BWI Companies, Inc., dba BWI Dallas/Ft. Worth, of Carrollton, Texas, as shown on the tabulation attached hereto as Exhibit “A” and incorporated herein for all legal purposes; and

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of purchase agreements with Helena Chemical Company, of Stanton, Texas, and BWI Companies, Inc., dba BWI Dallas/Ft. Worth, of Carrollton, Texas, for the purchase of the aforementioned fertilizer;

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, purchase agreements with the above listed suppliers for the aforementioned fertilizer, as shown on the attached Exhibit “A” and at the prices referenced therein, in the quantities and various mixes as may be needed for operations at the City’s Spraberry Farm facilities, for a total price not to exceed \$114,750.00, said purchase agreements to be 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 said companies the sums required from funds available in the Fiscal Year 2013 – 2014 Water and Sewer Fund (300) Utilities (300) Spraberry Farm (0315) Chemicals and Insecticides

(2330) budget account 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:

Regina Stephenson, Purchasing Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

City of Midland - Bid Tabulation

BID # 6801-14 MA for Fertilizer for Spraberry Farm OPENED October 2, 2013 Est. Cost: \$114,750.00			Helena Chemical PO Box 1367 Stanton, TX 79782 James Hill (432) 756-2888		BWI Dallas/Ft. Worth 1418 Upfield Rd Carrollton, TX 75006 James Garrett (800) 752-6632	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL
1	15	Ton - 0-22-4 Liquid	410.72	\$6,160.80		NO BID
2	4000	Gal - 0-0-1 Liquid Hydra Hume	8.00	\$32,000.00		NO BID
3	15	Ton - 0-24-24 Dry	617.72	\$9,265.80	\$535.50	\$8,032.50
					APF	
4	25000	Lbs - Hydra Hume DG (AG) Coated	1.10	\$27,500.00		NO BID
5	15	Gal - 0-0-15 Liquid	9.00	\$135.00		NO BID
6	15	Ton - 25-25-0-5S w/Hydra Hume	800.00	\$12,000.00		NO BID
7	10	Ton - 30-15-0-5S	600.00	\$6,000.00	\$524.95	\$5,249.50
					APF	
8	1500	Lbs - Hydra Hume DG (AG) (coated)	1.10	\$1,650.00		NO BID
9	10	Ton - 30-8-13-0	600.00	\$6,000.00	\$550.00	\$5,500.00
					APF	
		Delivery Time	3 Days ARO		5-12 Days ARO	
					*Product to be packaged in 2000 lb /Bulk Bags	
TOTALS:				\$100,711.60		\$18,782.00
TOTAL MAXIMUM COST TO THE CITY OF MIDLAND				\$114,750.00		

Bidding Summary:

4 Bid requests were issued.

2 Bids listed above

0 NO BIDS were received.

2 Bidders did not respond.

Estes Inc. & Pro Chem Sales



Master Agreement
6801-14-1
For
Annual Fertilizer for Farms

THIS AGREEMENT, made this 23rd day of October, 2013, by and between the City of Midland, Texas, a home rule municipal corporation, hereinafter referred to as "City", and Helena Chemical Company, hereinafter referred to as "Company".

1. Company agrees to sell Annual Fertilizer for Farms listed in the attached Cost Summary, as submitted by Company, which shall conform to the City's specifications set forth in that request, being incorporated herein and made a part of this agreement for all purposes.

Estimated Cost: \$79,445.80

The above stated prices shall remain in effect for the full term of this agreement.

2. Said Annual Fertilizer for Farms are to be delivered in such quantities and at such time as designated by the Purchasing Agent of the City. The total quantity of products which the City is obliged to purchase shall be the total of the quantities from time to time ordered by the Purchasing Agent of the City, and which are delivered and accepted.

3. Payment by the City shall be made within 30 days after receipt of invoices from the Company which shall be subject to verification as to quantities and quality delivered as herein provided.

4. Such Annual Fertilizer for Farms shall be delivered to the City's Spraberry Farm, 1280 ECR 200, Midland, Texas. Freight and delivery charges are included in the purchase prices stated above.

5. The term of this agreement shall be for a period of 1 year(s) commencing on October 23, 2013, and terminating on October 22, 2014 unless sooner terminated as provided in this agreement. The City may at its option, renew this agreement for a period of one additional year. In order to exercise this option, the City must give Company notice of its intent to renew not less than 30 days prior to the expiration of this agreement.

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for master agreement payments due under the master agreement, then this master agreement 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.

6. If Company fails in any manner to fully perform and carry out each and all of the terms, covenants and conditions of this agreement, Company shall be in default and notice in writing shall be given it of such default by the Purchasing Agent of the City. If Company fails to cure such default within 30 days of such notice, City, acting by and through the Purchasing Agent, may at its option terminate and cancel this agreement, and, at the expense of the Company, complete the agreement or cause the same to be completed.

In the event of such termination, all monies due Company under the terms of this agreement shall be retained by the City, but such retention shall not release Company from liability for its default. In such event, however, Company will be credited with the amount of money so retained toward any amount by which the cost of completion of the agreement, as above provided, exceeds the agreement price.

Such termination shall not effect or terminate any of the rights of the City as against Company then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the City under the law.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

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

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

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

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

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

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

11. **Independent Contractor:** It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the City; that Company shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between City and Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this agreement is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

Company shall be an independent contractor under this 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 Company's work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

12. **NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES**

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

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

13. **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.

14. **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.

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

16. **PROMPT PAY ACT** - The City and Company agree that Texas Government Code, Chapter 2251,

Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the date first above written.

Helena Chemical Company

By _____

Please Print Name

Please Print Title

CITY OF MIDLAND, TEXAS

By _____
Courtney B. Sharp, City Manager

ATTEST:

APPROVED AS TO FORM:

Amy M. Turner, City Secretary

Keith Stretcher, City Attorney

Corporate Acknowledgment: Master Agreement No. 6801-14

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2013.

Notary Public, State of Texas

City of Midland - Cost Summary

MA # 6801-14-1 MA for Fertilizer for Spraberry Farm			Helena Chemical PO Box 1367 Stanton, TX 79782 James Hill (432) 756-2888	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL
1	15	Ton - 0-22-4 Liquid	410.72	\$6,160.80
2	4000	Gal - 0-0-1 Liquid Hydra Hume	8.00	\$32,000.00
4	25000	Lbs - Hydra Hume DG (AG) Coated	1.10	\$27,500.00
5	15	Gal - 0-0-15 Liquid	9.00	\$135.00
6	15	Ton - 25-25-0-5S w/Hydra Hume	800.00	\$12,000.00
8	1500	Lbs - Hydra Hume DG (AG) (coated)	1.10	\$1,650.00
		Delivery Time	3 Days ARO	
TOTAL:				\$79,445.80



Master Agreement
6801-14-2
For
Annual Fertilizer for Farms

THIS AGREEMENT, made this 23rd day of October, 2013, by and between the City of Midland, Texas, a home rule municipal corporation, hereinafter referred to as "City", and BWI Companies, Inc. dba BWI Dallas/Ft. Worth, hereinafter referred to as "Company".

1. Company agrees to sell Annual Fertilizer for Farms listed in the attached Cost Summary, as submitted by Company, which shall conform to the City's specifications set forth in that request, being incorporated herein and made a part of this agreement for all purposes.

Estimated Cost: \$18,782.00

The above stated prices shall remain in effect for the full term of this agreement.

2. Said Annual Fertilizer for Farms are to be delivered in such quantities and at such time as designated by the Purchasing Agent of the City. The total quantity of products which the City is obliged to purchase shall be the total of the quantities from time to time ordered by the Purchasing Agent of the City, and which are delivered and accepted.

3. Payment by the City shall be made within 30 days after receipt of invoices from the Company which shall be subject to verification as to quantities and quality delivered as herein provided.

4. Such Annual Fertilizer for Farms shall be delivered to the City's Spraberry Farm, 1280 ECR 200, Midland, Texas. Freight and delivery charges are included in the purchase prices stated above.

5. The term of this agreement shall be for a period of 1 year(s) commencing on October 23, 2013, and terminating on October 22, 2014 unless sooner terminated as provided in this agreement. The City may at its option, renew this agreement for a period of one additional year. In order to exercise this option, the City must give Company notice of its intent to renew not less than 30 days prior to the expiration of this agreement.

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for master agreement payments due under the master agreement, then this master agreement 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.

6. If Company fails in any manner to fully perform and carry out each and all of the terms, covenants and conditions of this agreement, Company shall be in default and notice in writing shall be given it of such default by the Purchasing Agent of the City. If Company fails to cure such default within 30 days of such notice, City, acting by and through the Purchasing Agent, may at its option terminate and cancel this agreement, and, at the expense of the Company, complete the agreement or cause the same to be completed.

In the event of such termination, all monies due Company under the terms of this agreement shall be retained by the City, but such retention shall not release Company from liability for its default. In such event, however, Company will be credited with the amount of money so retained toward any amount by which the cost of completion of the agreement, as above provided, exceeds the agreement price.

Such termination shall not effect or terminate any of the rights of the City as against Company then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the City under the law.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

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

11. **Independent Contractor:** It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the City; that Company shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between City and Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this agreement is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

Company shall be an independent contractor under this 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 Company's work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

12. **NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES**

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

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

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THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

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

16. **PROMPT PAY ACT** - The City and Company agree that Texas Government Code, Chapter 2251,

Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the date first above written.

BWI Companies, Inc. dba BWI Dallas/Ft. Worth

By _____

Please Print Name

Please Print Title

CITY OF MIDLAND, TEXAS

By _____
Courtney B. Sharp, City Manager

ATTEST:

APPROVED AS TO FORM:

Amy M. Turner, City Secretary

Keith Stretcher, City Attorney

Corporate Acknowledgment: Master Agreement No. 6801-14

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2013.

Notary Public, State of Texas

City of Midland - Cost Summary

MA # 6801-14-2 MA for Fertilizer for Spraberry Farm October 2, 2013 Est. Cost: \$114,750.00			BWI Dallas/Ft. Worth 1418 Upfield Rd Carrollton, TX 75006 James Garrett (800) 752-6632	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL
3	15	Ton - 0-24-24 Dry	\$535.50	\$8,032.50
			APF	
7	10	Ton - 30-15-0-5S	\$524.95	\$5,249.50
			APF	
9	10	Ton - 30-8-13-0	\$550.00	\$5,500.00
			APF	
		Delivery Time	5-12 Days ARO	
			*Product to be packaged in	
			2000 lb /Bulk Bags	
TOTALS:				\$18,782.00



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 10/22/2013

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution approving a contract with Mid-Tex of Midland, Inc. for the new indoor batting cage facility project at the Scharbauer Sports Complex for the Community Services Department.

Purpose:

Approval of a contract with Mid-Tex of Midland, Inc. for the construction of a new indoor batting cage and concrete work at the Scharbauer Sports Complex.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

\$715,000.00 plus \$3,000.00 in contingencies for a total of \$718,000.00 from the Sports Complex Fund

Discussion:

We received bids from two (2) contractors. The lowest total bid for the batting cage facility and concrete work is Mid-Tex of Midland, Inc. Please see the attached memo from Tina Jauz, Community Services Director, for further discussion.

Therefore, please consider a resolution awarding a contract for the construction of the batting cage facility and concrete work to Mid-Tex of Midland, Inc. of Midland, Texas for a total cost of \$715,000.00.

CITY OF MIDLAND
Community Services Department
Interoffice Memorandum

Date: October 10, 2013
To: Tommy Hudson, Deputy City Manager
From: Tina Jauz, Community Services Director
Subject: SSC Batting Cages/Concrete Repairs - Award Contract

Under the City Council's authorization, staff solicited qualified bidders to construct an indoor batting cage facility and to expand the concession stand located near the north stairwell in the ballpark at Scharbauer Sports Complex. An alternate bid for concrete work on the concourse was included in the bid.

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. 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 cage construction until 2014.

\$95,000 was included in the 2014 SSC 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 were opened on October 9. The lowest bid for the batting cage construction, with an alternate bid for concrete repair on the concourse, was Mid-Tex with a bid of \$715,000. The 4B Board recommends postponing the expansion of the concession stand at this time, and moving forward with the batting cage construction and the concourse concrete work. The construction costs of the batting cage facility would utilize the \$600,000 in the budget, as well as the \$95,000 that was budgeted for the concession addition. The concrete work, bid at a cost of \$23,000, would be paid with available maintenance dollars.

Community Services recommends awarding the bid to the lowest bidder, Mid-Tex of Midland, in the total amount of \$715,000.

Funds are available in the following Fiscal Year 2013-2014 Sports Complex (620) Sports Complex (620) NonDepartmental (0625) budget accounts in the following Amounts:

Maintenance of Buildings and Grounds (4010)	\$23,000
Buildings (7020)	\$695,000

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A
CONTRACT FOR THE CONSTRUCTION OF A NEW
INDOOR BATTING CAGE FACILITY AND
ASSOCIATED CONCRETE WORK AT THE
SCHARBAUER SPORTS COMPLEX WITH MID-TEX OF
MIDLAND, INCORPORATED, AT A TOTAL COST OF
\$718,000.00**

WHEREAS, the City Manager approved plans and specifications and authorized advertisement for bids for the construction of a new indoor batting cage facility and associated concrete work at the Scharbauer Sports Complex; and

WHEREAS, the bids for said work were opened on October 9, 2013, with the lowest and most responsible bid being submitted from Mid-Tex of Midland, Inc., as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract for the construction of a new indoor batting cage facility and associated concrete work at the Scharbauer Sports Complex, with Mid-Tex of Midland, Inc., at an estimated total price not to exceed \$718,000.00, said contract being on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That upon proper receipt of invoices or statements approved by the City Manager, the City Treasurer is hereby authorized and directed to pay Mid-Tex of Midland, Inc., for the work referenced herein from funds available in the following Fiscal Year 2013 - 2014 Sports Complex (620) Sports Complex (620) NonDepartmental (0625) budget accounts in the following Amounts:

- Maintenance of Buildings and Grounds (4010).....\$23,000.00
- Buildings (7020).....\$695,000.00

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

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, Purchasing Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



**Scharbauer Sports Complex
Concession Stand & Batting Cage
October 9, 2013, 2:00 p.m.**

Contractor	Bid Bond	Addendum #1	Addendum #2	Calendar Days	Base Proposal Concession Stand	Base Proposal Batting Cage	Alternate 1 Cost Savings	Alternate 2 Additional Flatwork	Total
Mid-Tex of Midland 5206 West Wadley Midland, TX 79707	✓	✓	✓	165	\$ 282,000.00	\$ 692,000.00	& 40,000.00	\$23,000.00	\$957,000.00
Campbell Construction PO Box 11293 Midland, TX 79702	✓	✓	✓	140	\$ 261,842.00	\$ 691,840.00	\$ 40,100.00	\$ 28,410.00	\$ 941,992.00

Project Manual



Scharbauer Sports Complex Concession Stand Expansion New Indoor Batting Cage Facility Midland, Texas

COM #: 6957-14

September 2013 REBID
PSC Project # 03979512
03979612



CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

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Davis Bacon Wage Rates

SPECIAL PROVISIONS

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

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

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

		CS	IBCF	Combined CS IBCF
DIVISION 7 – THERMAL AND MOISTURE PROTECTION				
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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			CS	IBCF	Combined CS IBCF
DIVISION 8 – DOORS AND WINDOWS					
08110	Steel Doors and Frames				•
08330	Overhead Coiling Doors		•		
08711	Door Hardware				•

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

DIVISION 10 - SPECIALTIES

Not Used

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

DIVISIONS 12 – 14

Not Used



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			CS	IBCF	Combined CS IBCF
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				•

			CS	IBCF	Combined CS IBCF
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				•



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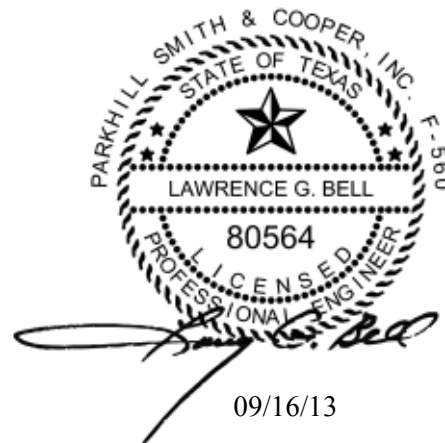
CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

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



CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

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



CONCESSION STAND EXPANSION
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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



CONCESSION STAND EXPANSION
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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.

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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
kimmccallan@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.

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- 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

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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.

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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.

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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.

CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

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.

CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

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

Surety

By _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

By _____

Address _____

CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

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: Two hundred Eighty
Two Thousand Dollars (\$ 282,000.00)
- B. NEW INDOOR BATTING CAGE FACILITY - BASE BID, Lump Sum: Six hundred ninety Two Thousand
Six hundred ninety Two Thousand Dollars (\$ 692,000.00)
- C. ALTERNATE NO. 1 - DEDUCT COST SAVINGS GENERAL CONDITIONS FOR AWARD OF
ANY MULTIPLE COMBINATION OF BASE BID ITEMS A. and B., Lump Sum: Less \$40,000.00
Less \$40,000.00 Dollars (\$ - 40,000.00)
- D. ALTERNATE NO. 2 - ADDITIONAL FLATWORK IN FRONT OF BATTING CAGES, Lump Sum: Twenty Three Thousand
Twenty Three Thousand Dollars (\$ 23,000.00)
- TOTAL (BASE BID PLUS ALTERNATES: ITEMS A+B-C+D), Lump Sum: Nine hundred thirty Seven Thousand
Nine hundred thirty Seven Thousand Dollars (\$ 957,000.00)

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 165 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.)

03979512
03979612

BID FORM

C-1
REBID 09/13

CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

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 voluntarily 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.

CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

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.

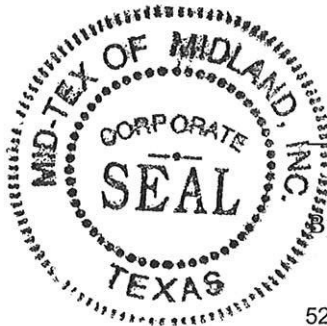
This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

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: One (1) and Two (2)

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.

(Seal if Bidder is a
Corporation)



Mid-Tex of Midland, Inc.

Contractor

By T. Alan White, T. Alan White
President & Co-Owner

5206 W. Wadley Ave.; Midland, Texas 79707
Address

CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

CONTRACT

STATE OF TEXAS

COUNTY OF MIDLAND

THIS CONTRACT, made and entered into this 10th day of October
A.D. 2013, by and between the City of Midland, of the County of Midland and the State of Texas, acting
through W. Wesley Perry, Mayor
thereunto duly authorized so to do, Party of the First Part, hereinafter termed Owner, and
Mid-Tex of Midland, Inc.
of the City of Midland, County of Midland and State of Texas, Party of the Second
Part, herein-after termed Contractor.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned,
to be made and performed by the Party of the First Part (Owner), and under the conditions expressed in the
bond bearing even date herewith, the said Party of the Second Part (Contractor) hereby agrees with 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	\$ <u>282,000.00</u>	<u></u>	<u>X</u>
Indoor Batting Cage Facility	\$ <u>692,000.00</u>	<u>X</u>	<u></u>
Alternate 1 – Credit Cost Savings Of General Conditions	\$ <u>- 40,000.00</u>	<u></u>	<u>X</u>

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CONTRACT

D-1
REBID 09/13

CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

Alternate 2 – Additional Flatwork In Front of Batting Cages	\$ <u>23,000.00</u>	<u>X</u>	
Total Combined Bid (Items A+B-C+D)	\$ <u>957,000.00</u>		
TOTAL AWARDED		\$ <u>715,000.00</u>	

The total contract sum awarded shall be Seven Hundred Fifteen Thousand and NO/100
(\$ 715,000.00), 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.

CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

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

CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

Party of the Second Part (Contractor)

MID-TEX OF MIDLAND, INC.

ATTEST:

By_____

By_____

Complete Address:

5206 W. Wadley

Midland, TX 79707

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

CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

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, Mid-Tex of Midland, Inc.
of the City of Midland, County of Midland and State of Texas, 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 Seven Hundred Fifteen Thousand and
NO/100 DOLLARS, (\$ 715,500.00) 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 10th day of October 20 13, to Scharbauer Sports Complex for projects noted below:

 Concession Stand Expansion, Midland, Texas
 X 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,

CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

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_.

MID-TEX OF MIDLAND, INC.
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.

CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

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, Mid-Tex of Midland, Inc.
of the City of Midland, County of Midland and State of Texas,
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 Seven Hundred Fifteen Thousand and NO/100 DOLLARS, (\$ 715,000.00)
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 10th day of October 20 13, to Scharbauer Sports Complex for projects noted below:

 ~~Concession Stand Expansion, Midland, Texas-~~
 X 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.

CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

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__.

MID-TEX OF MIDLAND, INC.

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.

CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

CERTIFICATE OF INSURANCE

TO: CITY OF MIDLAND
SCHARBAUER SPORTS COMPLEX
MIDLAND, TEXAS

Date _____

Type of Project: 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.

<u>Policy No.</u>	<u>Effective</u>	<u>TYPE OF INSURANCE</u>	<u>Expires</u>	<u>Limits of Liability</u>
Workmen's		<u>Compensation</u>		
		<u>Public</u>		
1 person \$		<u>Liability</u>		
1 accident \$		<u>Contingent</u>		
1 person \$		<u>Liability</u>		
1 accident \$		<u>Property</u>		
<u>Damage</u>				
Builder's		<u>Risk</u>		
		<u>Automobile</u>		
<u>Other</u>				
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 INSURED ON REQUIRED INSURANCE POLICIES.

CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

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
-----------------------------	--------------	-------------------	------------------------------

Refer to attached sheets.

List of Projects Bidder is now engaged in completing:

Amount of Contract Award	Type of Work	Percent Completed	Name and Address of Owner
-----------------------------	--------------	----------------------	------------------------------

Refer to attached sheets.

CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

List of Surety Bonds in force on the above uncompleted work:

Amount of Contract Award	Amount of Bond	Name of Surety Company
-----------------------------	----------------	------------------------

Refer to attached sheets.

MID-TEX OF MIDLAND, INC.
Bidder

By _____

5206 W. Wadley, Midland, TX 79707
Business Address

Attachment A

CONSTRUCTION PROJECTS as of 08/01/13

SCHOOLS		PROJECT AMOUNT
Crane ISD	Elementary Addition, Phase II	9,030,000
Crane ISD	Gym & Locker Rooms	770,000
Crane ISD	Elementary & Primary Schools	1,360,000
Crane ISD	High School Renovations	1,000,000
Ector County ISD	Hays Elementary Addition & Renovation	2,300,000
Ector County ISD	Bowie JHS Addition & Renovation	2,370,000
Ector County ISD	Bowie Elementary	604,000
Ector County ISD	Soccer & Softball Complex	1,400,000
Ector County ISD	Ector Junior High Cafeteria	1,900,000
Ector County ISD	AIM High School and Nursery	359,000
Ector County ISD	Permian HS Gymnastics Gym	370,000
Midland ISD	West Elementary	5,500,000
Midland ISD	Freezer Warehouse	1,200,000
Midland ISD	Goddard JHS Addition & Renovation	2,500,000
Midland ISD	Pease & Washington	900,000
Midland ISD	LHS Additions & Renovations	349,000
Midland ISD	Midland Freshman Renovations	450,000
Region 18 ESC	Additions & Renovations	1,560,000
Midland College	F Marie Hall SimLife Center	1,300,000
Midland College	IT Renovations	370,000
Midland College	Science Labs	600,000
Midland College	Student Center	5,700,000
Midland College	Physical Education Building	5,300,000
Midland College	Chaparral Center Expansion	5,600,000
Midland College	Child Development, LRC & OTC	4,900,000
Midland College	Science Building	4,600,000
Midland College	Residence Hall 3	4,200,000
Midland College	Technology Center – Fort Stockton	1,200,000
Midland College	Advance Technology Center	2,400,000
Midland College	P.E. Building	350,000
Greenwood ISD	Baseball & Softball Complex	1,600,000
Greenwood ISD	Elementary, Middle & High School	4,850,000
Rankin ISD	Miscellaneous Projects	2,000,000
Rankin ISD	Elementary & Junior High Renovations	1,700,000
Fort Stockton ISD	Transportation Facility	1,600,000
Fort Davis ISD	New Gym & Renovations	573,000
Odessa College	Cosmetology Building	470,000
Forsan ISD	Additions & Renovations	201,000
Alpine ISD	Junior High School Addition	501,000
Sul Ross State University	Museum of the Big Bend	3,000,000
Sul Ross State University	Child Care Center	450,000
Sul Ross State University	Food Services Renovations	250,000
UTPB	Various Projects	1,670,000
UTPB	Nursing Simulation Center	1,000,000
UTPB	IT Building Renovations	1,100,000
UTPB	Student Housing – Phase IV	5,450,000
UTPB	IT Building Renovations	200,000
UTPB	Student Housing – Phase III	5,900,000
UTPB	Softball Fields	440,000
UTPB	Baseball Field	175,000
UTPB	Mesa Building Renovations	1,250,000
UTPB	Marquee Monument Signs	215,000
UTPB	New Dormitories	645,000

Sterling County Commissioners Court	Interior Renovations	108,000
V.A. Medical Center	5 th Floor Renovation	845,000
Lincoln Tower Alterations	Retirement Center	453,000
Lincoln Plaza	Park	143,000
City of Kermit	City Hall Renovations	105,000
Texas MHMR	State School Additions	406,000
Texas MHMR	Elevator Additions	155,000
Texas MHMR	Interior Renovations & Additions	460,000
TxDOT	Safety Rest Area – San Angelo	2,150,000
TxDOT	Area Engineers Office – San Angelo	680,000
TxDOT	Office Construction	353,000
TxDOT	Maintenance Office – San Angelo	435,000
TxDOT	Office & Lab – San Angelo	688,000
TxDOT	Vehicle Title & Registration	400,000
Texas Parks & Wildlife	Office Renovations	633,000
Texas Parks & Wildlife	Law Enforcement Office – San Angelo	240,000
Texas Parks & Wildlife	Indian Lodge Renovations	1,200,000
City of Monahans	City Hall Renovations	225,000

HOSPITALS		PROJECT AMOUNT
La Esperanza Clinic	New Facility – San Angelo	1,100,000
Permian General Hospital	Interior Renovations	132,000
Permian General Hospital	Doctors Clinic	662,000
Permian General Hospital	Business Offices	155,000
Permian General Hospital	Surgery Center & Patient Rooms	2,300,000
Permian General Hospital	Maternity Ward	624,000
Permian General Hospital	Convalescent Center	270,000
Midland Memorial Hospital	Pharmacy Addition & Renovation	790,000
Midland Memorial Hospital	LDR Renovations	490,000
Midland Memorial Hospital	Isolation Room Upgrade	150,000
Midland Memorial Hospital	CT Imaging	175,000
Midland Memorial Hospital	SemperCare Acute Care	450,000
Midland Memorial Hospital	Interior Renovations	141,000
Midland Memorial Hospital	3 rd Floor Children's Oncology	1,480,000
V. A. Medical Center	Basement & Corridor Addition	761,000
Scenic Mountain Medical Ctr.	Interior Renovations & Addition	315,000
TTU Health Sciences Center	Nurses Classrooms	900,000
Medical Center Hospital	7 West Renovations	2,800,000
Medical Center Hospital	Trauma Renovations	270,000
Medical Center Hospital	Family Health	320,000
Medical Center Hospital	Sim Lab Renovation	2,600,000
Medical Center Hospital	Doctor Offices	475,000
Medical Center Hospital	Sky Bridge	141,000
Medical Center Hospital	Histology Renovations	250,000
Medical Center Hospital	4 West Renovations	550,000
Medical Center Hospital	MOB Tenant Build-Out	750,000
Medical Center Hospital	Stewart Wheatley Build-Out	450,000
Hudspeth Memorial Hospital	Addition & Renovation	3,600,000
Hudspeth Memorial Hospital	Sonora Medical Center	200,000

OIL COMPANIES		PROJECT AMOUNT
Anadarko Oil	Interior Renovations	1,095,000
Texaco Oil	Interior Renovations	1,700,000
OXY USA	Interior Renovations	835,000
OXY USA	Interior Renovations	1,280,000
OXY USA	Interior Renovations	780,000
OXY USA	Interior Renovations	615,000
OXY USA	Interior Renovations	490,000
OXY USA	Interior Renovations	850,000
OXY USA (30 days)	Interior Renovations	627,000
Coastal Management	Interior Renovations	760,000

Texas Commerce	Interior Renovations	866,000
Midland American	Interior Renovations	700,000
First National	Midland	255,000
First National	Monahans	370,000
Medical Community C.U.	New Facility - Midland	480,000
West Texas National Bank	New Facility - Midland	2,500,000
West Texas National Bank	New Facility - Midland	680,000
West Texas National Bank	Addition & Renovation - Alpine	790,000
West Texas National Bank	Interior Renovations	115,000

MISCELLANEOUS CLIENTS		PROJECT AMOUNT
Odessa Country Club	Additions & Renovations	1,115,000
High Sky Children's Ranch	Interior Renovations	140,000
High Sky Children's Ranch	Flooring Replacement	93,000
PEH Investments / Mazda	New Facility	750,000
Leonard's Pharmacy	New Facility	600,000
Fasken Foundation	Interior Renovations	141,000
Green Tree Country Club	Interior Renovations	155,000
Masters Golf Training Facility	New Facility	114,000
Ostrich Products of America	New Facility	725,000
High Sky Children's Ranch	Interior Renovations	165,000
Sitel Telemarketing (30 Days)	Interior Renovations	235,000
Schisow Residence	Addition & Renovation	200,000
Ford Motor Credit	Lease Construction - Midland	175,000
Yummi's Deli	New Facility	245,000

Attachement B

Mid-Tex of Midland Inc.

Jobs in Progress

09/30/13

Job No.	Job Name	Bond	Contract Amt.	Billed to Date	Retainage
271116	COM-Scharbauer Complex	Y	463,500	150,018	10,953
271125	MMH	Y	1,265,000	0	1,396
840054	ECHD-Sim Lab	Y	2,756,451	2,436,789	137,202
840059	Odessa Country Club	N	663,914	591,690	0
840065	ECHD-Infusion	Y	543,000	220,286	20,825
840066	OC-Welding Labs	Y	1,115,800	172,974	15,582
840067	MISD West Educ Cntr	Y	4,478,000	478,616	46,465
840069	ECHD-Sterile Procedures	Y	1,133,000	19,256	1,481
951142	SAISD-Glenmore	Y	5,150,000	4,676,571	253,179
951150	Crane ISD	Y	8,895,436	8,254,112	441,901
951166	SAISD Reagan	Y	5,778,342	4,702,420	93,904
951182	Pecos ISD-High School	Y	4,338,163	4,283,839	0
951208	Iraan Sheffield ISD	Y	4,862,511	4,843,164	0
951354	Iraan Sheffield ISD Phase 2	Y	5,206,530	3,002,582	175,481
951426	Iraan Sheffield ISD Phase 3	Y	3,177,729	42,943	13,086
951454	UTPB-Demarc Bldg	Y	152,000	10,768	3,459
951458	UTPB-Cooling Tower	Y	1,720,000	38,320	22,216
	Misc WIP	N	598,566	234,745	0
			52,297,942	34,159,093	1,237,130

CONCESSION STAND EXPANSION INDOOR BATTING CAGE FACILITY

EQUIPMENT SCHEDULE

The Bidder should list the major equipment which is available and serviceable for use on this work.

[illegible]

Portion of work bidder proposes to sublet, if any:

Dated this 10th day of October, 2013.

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

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.

=====
END OF GENERAL DECISION

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.

CONCESSION STAND EXPANSION INDOOR BATTING CAGE FACILITY

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 Superintendent 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 Superintendent.

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 Superintendent.

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

CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

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.

CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

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 accident or occurrence
Employer's Liability:	\$500,000.00 per accident or occurrence

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

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 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 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.

CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

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.

CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

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.

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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.

<u>WEATHER TABLE</u>		
<u>Month</u>	<u>Mean Number of Days of Rain (1)</u>	<u>Mean Number of Days of Snow/Ice Pellets (2)</u>
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	<u>4</u>	<u>1</u>
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.

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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.

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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 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.

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.

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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

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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 Contractor's 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

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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.

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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.

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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

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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 precautions 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:

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- 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.

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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,

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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

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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.

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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:

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- 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.

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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.

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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.

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- 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.
 - b. Artificial turf: Include the stipulated sum of \$10,000 for the purchase, delivery and installation of artificial turf mats to be selected by Owner.

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

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- 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.

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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.

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- 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.

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- 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.

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- 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.

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- 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.

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- 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

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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	

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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
ISI	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

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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

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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, 17 th 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	

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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	

CONCESSION STAND EXPANSION
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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 Association 165 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	

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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

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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

CONCESSION STAND EXPANSION
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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	

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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.

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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 pits 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.

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- 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.

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- 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.

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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.

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- 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.

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- 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.

CONCESSION STAND EXPANSION
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- 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 $\frac{3}{4}$ -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, 1/2 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, unlevelled 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.

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- 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 1/2" 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.

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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/ft². 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 inhibitor 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 as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used to meet the requirements of this standard. The resulting reinforced-plastic material must meet the requirements of this specification.
- i. Manufacture: Manhole cylinders, manway reducers, and connectors shall be produced from glass fiber-reinforced polyester resin using a combination of chop and continuous filament wound process. All manholes shall be designed so that a ladder or step system can be supported by the installed manhole. Manway reducers will be concentric with respect to the larger portion of the manhole diameters through 60 inches. Larger manholes may have concentric or eccentric manway reducer openings. The manhole shall provide an area from which a typical ring and cover plate can be supported without damage to the manhole.
- j. Exterior Surface: The exterior surface shall be relatively smooth with no sharp projections. Hand-work finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than 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 ± 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.

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- 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).

<u>Manhole Length in Feet</u>	<u>PSI</u>
3 - 6.5	0.75
7 - 12.5	1.26
13 - 20.5	2.01
21 - 25.5	3.02
26 - 35	5.24

- n. Soundness: In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to ASTM D3753 Section 8.6.
- o. Chemical Resistance: When tested in accordance with ASTM D3753 Section 8.7 the log of percent retention of each property after immersion testing when plotted 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

	<u>Hoop Direction (psi)</u>	<u>Axial Direction (psi)</u>
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:

<u>Sieve Size</u>	<u>Percent Passing</u>
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 laid 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.

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- 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, restraighening, 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 restraighening 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 unlevelled 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.

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- 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 installing 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.

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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 use 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.

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- 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.

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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: $\frac{3}{4}$ 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.

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- 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: W1, 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.

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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.

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- 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-preserved 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: AWP C2, except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWP 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 AWP C20 (lumber) and AWP 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 WWP.
 - 3. Spruce-pine-fir (south) or spruce-pine-fir, Standard or 3 Common grade; NeLMA, NLGA, WCLIB, or WWP.
 - 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 WWP.
- 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 AWP A 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

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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.

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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

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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 hydrocarbon 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, oligomeric 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 lb/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 in an 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.

CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

- 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 AWWPA 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-mil (0.4-mm~ dry film thickness per coating.
- G. Mastic Sealant: Polyisobutylene: nonhardening, nonskinning, nondrying, nonmigrating sealant.
- H. Elastomeric Sealant: Generic type recommended by unit manufacturer that is compatible with joint surfaces; ASTM C 920, Type S, Grade NS, Class 25, and Uses NT, G, A. and, as applicable to joint substrates indicated, 0.

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- 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 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.

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 construction 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 NRCA's "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.

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- 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 slabs.
 - 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"; LymTal
 - 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 10 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.

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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 SUBMITTALS

- 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 and 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 refinishing 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 manufacturer's plant. Clearly identify work that cannot be permanently factory-assembled before shipment, to assure proper assembly at project site.
 - 1. NMMMA Standard: HMMA 802 and 861, and HMMA 850 for fire-rated openings.
- B. Fabricate exterior door 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 assemblies with U factor of 0.42 Btu/(hr x sq. ft. x 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.

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- 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 A1 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 1 1/2 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 I 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 verify 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-Johnson⁴
 - b. Hager
 - c. Ives
 - 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: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work.
 - 1. Precision
 - 2. Sargent
 - 3. Von Duprin
- B. Standard: BHMA AI 56.3.
- C. Certified Products: Provide exit devices listed in BHMA's 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. Schlage⁴ - "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. Verify 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.

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- 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 DHI A115 series.
 - 1. Surface-Applied Door Hardware: Drill and tap doors and frames according to SDI 107.
- B. Wood Doors: Comply with DHI A1 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.

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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.

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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.

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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 coating 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. ICI/Devoe.
 - 4. PPC Industries Inc.
 - 5. Sherwin Williams.

2.2 MATERIALS

- A. Blasting Media: As required to produce the specified blast profile.
- 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. 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 Blast 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-8-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 (VOC).

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- 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 50 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 deg 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 5 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.

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- 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 be 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 Fluorofinish 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.

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- 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.

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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. If 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 America (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 Coat: 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

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- 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 \(sales@carronnet.com\)](mailto: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.

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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

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- 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.

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- 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

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- 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.

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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.

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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, 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.
 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 architectural 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, replaced 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.

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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 data, 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.

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- 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 cloth 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.

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- 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.

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- 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:

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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.

CONCESSION STAND EXPANSION
INDOOR BATTING CAGE FACILITY

3.9 SCHEDULES

A. PIPE HANGER SPACING

<u>PIPE SIZE</u>	<u>MAX. HANGER SPACING</u>	<u>HANGER ROD DIAMETER</u>
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, $\frac{3}{4}$ 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.

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- 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.

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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.

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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.

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- 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.

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- 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.

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- 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.

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- 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.

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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

<u>AIR SYSTEM</u>	<u>MATERIAL</u>
General Exhaust	Steel

B. Ductwork Pressure Class Schedule

<u>AIR SYSTEM</u>	<u>MATERIAL</u>
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.

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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.

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- 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.

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- 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

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- 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.

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- 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.

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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.

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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.

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- 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.

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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. Ilseco.
 - 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.

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- 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 fer alloy. 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.

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- 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 three-way, 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.

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- 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.

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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.

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- 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.

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- 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:

<u>120/208 volts</u>	<u>Phase</u>	<u>277/480 volts</u>
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 with 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 Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 10/22/2013

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution approving a contract with Mid-Tex of Midland, Inc. for the renovation of 2 stairwells at Grande Stadium at the Scharbauer Sports Complex for the Community Services Department.

Purpose:

Approval of a resolution to contract with Mid-Tex of Midland, Inc. for the renovation of two (2) stairwells at Grande Stadium at the Scharbauer Sports Complex.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

\$97,000.00 Scharbauer Sports Complex Construction Fund

Discussion:

We received three (3) bids for the renovation of the two (2) stairwells at Grande Stadium at the Scharbauer Sports Complex. Staff recommends accepting the low bid from Mid-Tex of Midland, Inc. Please see the attached memo from Tina Jauz, Community Services Director, for further information.

Therefore, please consider a resolution awarding a contract for the renovation of two (2) stairwells at the Scharbauer Sports Complex to Mid-Tex of Midland, Inc. of Midland, Texas for a total cost of \$97,000.00.

CITY OF MIDLAND
Community Services Department
Interoffice Memorandum

Date: October 10, 2013
To: Tommy Hudson, Deputy City Manager
From: Tina Jauz, Community Services Director
Subject: SSC Stairwell - Award Contract

Under the City Council's authorization, staff solicited qualified bidders in October to renovate both stairwells at Grande Stadium. This work will include replacing all stair treads and removing, replacing and finishing any rusted steel below the treads.

Bids were opened on October 9. Community Services recommends awarding the bid to the lowest bidder, Mid-Tex of Midland, in the amount of \$97,000.

\$250,000 was included in the 2013 budget to complete the renovation of the stairwells. In order to best facilitate the painting contract that is currently in place at Scharbauer Sports Complex, this project was scheduled to begin after Grande's painting was complete. Therefore, funds for this work were moved into a project allowing them to be carried over into this fiscal year.

The plans specify that only one stairwell can be closed at any given time in order to minimize interference with the football season.

Funds are available in the Grande Stairwell Renovations Project (9065).

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A
CONTRACT FOR THE RENOVATION OF TWO
STAIRWELLS AT GRANDE COMMUNICATIONS
STADIUM WITH MID-TEX OF MIDLAND,
INCORPORATED, AT A TOTAL COST OF \$97,000.00**

WHEREAS, the City Manager approved plans and specifications and authorized advertisement for bids for the renovation of two stairwells at Grande Communications Stadium; and

WHEREAS, Bid No. 6986-14 was opened on October 9, 2013, with the lowest and most responsible bid being submitted from Mid-Tex of Midland, Inc., as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract for the renovation of two stairwells at Grande Communications Stadium, with Mid-Tex of Midland, Inc., at an estimated total price not to exceed \$97,000.00, said contract being on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That the City Treasurer is hereby authorized and directed to pay Mid-Tex of Midland, Inc., for the work referenced herein from funds available in the Grande Stairwell Renovations Project (9065) budget account 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:

Regina Stephenson, Purchasing Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

City of Midland - Bid Tabulation

BID # 6986-14 Grande Stairwell Renovations OPENED October 9, 2013 Est. Cost: \$250,000.00			Mid-Tex of Midland 5206 West Wadley Ave Midland, TX Alan White (432) 697-2282		Cooper Construction P.O. Box 3827 Odessa, TX John Cooper (432) 337-6736		RRC Construction 5023 Princeton Ave Ste 5 Midland, TX 79703 Michael Ramirez (432) 618-9939	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL
1	1	Materials Portion Incorporated Into Project	\$30,000.00	\$30,000.00	\$54,000.00	\$54,000.00	\$49,490.00	\$49,490.00
2	1	Labor Portion Incorporated Into Project	\$65,000.00	\$65,000.00	\$44,200.00	\$44,200.00	\$68,411.00	\$68,411.00
3	1	Other Costs Not Incorporated Into Project	\$2,000.00	\$2,000.00	\$9,300.00	\$9,300.00	\$8,859.00	\$8,859.00
		Completion Date	60 Calendar Days		100 Calendar Days		40 Calendar Days	
TOTALS:				\$97,000.00		\$107,500.00		\$126,760.00
TOTAL OF LOW BID ITEMS BY VENDOR:				\$0.00		\$0.00		\$0.00

Bidding Summary:

12 Bid requests were issued.

3 Bids listed above

2 NO BIDS were received.

CM Butler Construction, Barbed Cross Construction

7 Bidders did not respond.

Abbott Building, JC Roberts Const., Campbell Const., Master Builders, Onyx Contractors, Midland Concrete, Minnix Construction



THE CITY OF MIDLAND

CONTRACT

Contract No.6986-14

THIS CONTRACT, effective the 23rd day of October, 2013, by and between the City of Midland, hereinafter referred to as the "City", and Mid-Tex of Midland, Inc., hereinafter referred to as the "Contractor", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 97,000.00 DOLLARS
2. **Scope of Work:** The Contractor shall perform all work described for renovation of 2 stairwells at Grande Stadium at the Scharbauer Sports Complex of this Contract in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

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

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

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

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

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

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

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

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

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

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

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

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

8.2. THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, 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 60 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 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: 6986-14

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: Contract No.6986-14

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

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

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

Notary Public, State of Texas



CITY OF MIDLAND
PURCHASING DIVISION
BID REQUEST

DATE: 09/24/2013

PAGE: 01

(THIS IS NOT AN ORDER)

BID NO: 6986-14

OPENING TIME: 11:00 AM

CLOSING DATE: 10/09/2013

CITY OF MIDLAND
 300 NORTH LORAIN
 P. O. BOX 1152
 MIDLAND, TX 79702

BIDS WILL BE RECEIVED IN THE OFFICE OF THE City Secretary, Suite 330
 UNTIL 11:00 A.M. 10/09/2013 FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED
 TO: Grande Stadium, 5514 Champions Dr., Midland, Texas

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
	1		Renovation of 2 stairwells at Grande Stadium in accordance with the attached contract, specifications, and drawings.	97,000. ⁰⁰	
				TOTAL	97,000. ⁰⁰

NOTICE TO BIDDERS:

- FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
- BIDS SHALL BE DELIVERED TO THE CITY IN A SEALED PACKAGE (ENVELOPE, ETC) **UNLESS THE CITY STATES THAT THE BID MAY BE FAXED OR E-MAILED**, OTHERWISE, BIDS FAXED OR E-MAILED DIRECTLY TO THE CITY WILL BE REJECTED. A SEALED BID MAY BE FAXED TO A THIRD PARTY FOR SEALED DELIVERY TO THE CITY. PLEASE CALL FOR MORE INFORMATION.
- IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE **NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.
- IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 3, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
- IMPORTANT NOTICE** - IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.

FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR 685-7233. FAX NO. (432) 685-0523

NOTE: EACH BIDDER IS TO INDICATE BRAND NAME PRODUCT NUMBER AND ATTACH DESCRIPTIVE LITERATURE CLEARLY MARKED TO SHOW EACH ITEM ON THIS BID.

THE UNDERSIGNED HEREBY OFFERS TO FURNISH AND DELIVER THE ARTICLES OR SERVICE AS SPECIFIED ABOVE AT THE PRICES AND TERMS HEREIN STATED AND IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF BIDDING ALL WHICH ARE MADE A PART OF THIS OFFER. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL WITHOUT PERMISSION.

COMPANY NAME: Mid-Tex of Midland, Inc.
 ADDRESS 5206 West Wadley Avenue
 CITY Midland ST Texas ZIP 79707
 PHONE NO. 432.697.2282 FAX NO. 432.694.9627
 EMAIL: alan@midtexofmidland.com

CASH DISCOUNT: 0 % 0 DAYS

DELIVERY CAN BE MADE As required

AUTHORIZED SIGNATURE T. Alan White T. Alan White

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING

Exhibit "A"



Mid-Tex of Midland, Inc.
Contractor's Name

PROPOSAL

Bid #6986-14

Renovation of 2 Stairwells at Grande Stadium

To: Purchasing Agent
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:

Materials Portion Incorporated Into Project \$30,000.00 / Thirty Thousand DOLLARS
Labor Portion Incorporated Into Project \$65,000.00 / Sixty Five Thousand DOLLARS
Other Costs Not Incorporated Into Project \$2,000.00 / Two Thousand DOLLARS
Total Proposal \$97,000.00 / NINETY SEVEN THOUSAND DOLLARS

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 60 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

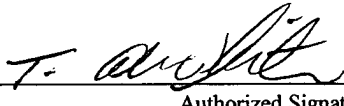
occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Bidder will settle, the physical and mailing addresses of Bidder at the time and date the claim was presented and the physical and mailing addresses of Bidder for the six months immediately preceding the 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.

Mid-Tex of Midland, Inc.		432.697.2282
Bidder	Authorized Signature	Telephone
5206 W. Wadley Ave.; Midland, Tx 79707	T. Alan White - President & Co-Owner	432.694.9627
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).

1. GENERAL REQUIREMENTS

SEE SPECIFICATIONS FOR SPECIFIC REQUIREMENTS FOR MATERIALS,
PRODUCTS, HANDLING AND INSTALLATION

2. CODES:

ALL FABRICATION, ERECTION AND DESIGN OF STRUCTURAL MEMBERS SHALL
MEET THE MINIMUM STANDARDS OF THE FOLLOWING CODES:

- A. INTERNATIONAL BUILDING CODE (IBC) 2003
- B. AMERICAN CONCRETE INSTITUTE (ACI): ACI 318-05 & ALL OTHER ACI
STANDARDS
- C. AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) MANUAL OF STEEL
CONSTRUCTION - ALLOWABLE STRESS - NINTH EDITION
- D. AMERICAN SOCIETY OF CIVIL ENGINEERS - STANDARD 7-05
- E. AMERICAN WELDING SOCIETY (AWS)
- F. CONCRETE REINFORCING STEEL INSTITUTE (CRSI)
- G. ASTM SPECIFICATIONS
- H. AMERICAN IRON AND STEEL INSTITUTE (AISI)
- I. WIRE REINFORCEMENT INSTITUTE (WRI)

3. DESIGN LOADS

A. ALL APPLICABLE DEAD LOADS:

B. LIVE LOADS:

FLOOR LIVE LOAD 100 PSF

4. MATERIAL PROPERTIES

STEEL

MISC METAL ASTM A36- 36 KSI

CONCRETE

STAIRS 3000 PSI AT 28 DAYS

REINFORCING

GRADE 60 ASTM A-615

BOLTS

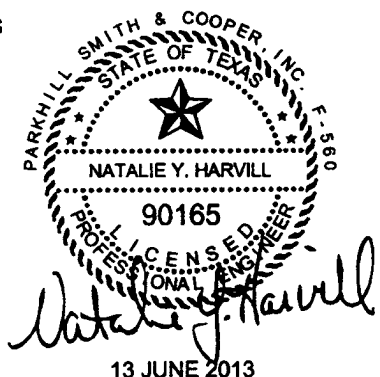
ANCHOR BOLTS ASTM A307

WELDS

E70XX

5. REINFORCEMENT AND MISC STEEL

- A. UNLESS OTHERWISE NOTED, CONCRETE COVER OVER STEEL
REINFORCEMENT SHALL CONFORM TO THE MINIMUMS REQUIRED BY THE
CURRENT EDITION OF ACI 318.
- B. REINFORCEMENT DETAILING AND PLACEMENT SHALL CONFORM TO ACI 318
AND ACI 315, EXCEPT WHERE OTHERWISE INDICATED.
- C. SUBSTITUTION OF EXPANSION ANCHORS FOR EMBEDDED ANCHORS
SHOWN ON THE DRAWINGS WILL NOT BE PERMITTED.



SCHARBAUER
SPORTS COMPLEX
FOOTBALL
MIDLAND, TX



PARKHILL SMITH & COOPER

STAIR REPAIR

Issue:

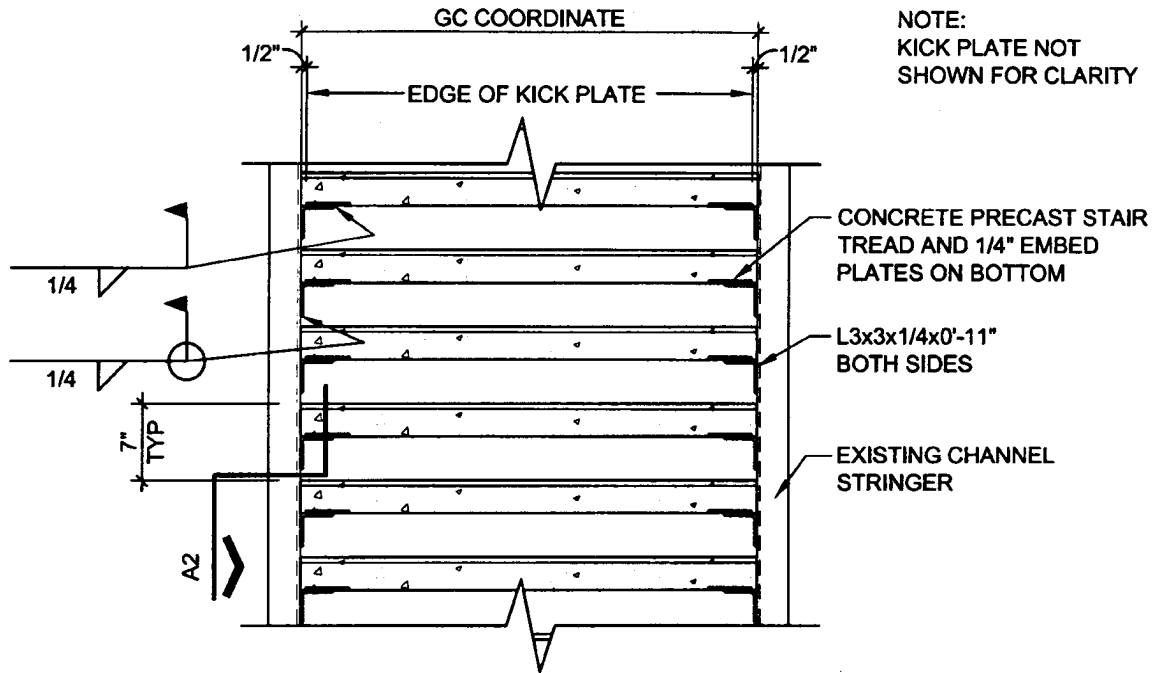
Project No:

-
4502.06

Date: JUNE 13, 2013

Sheet: S-1

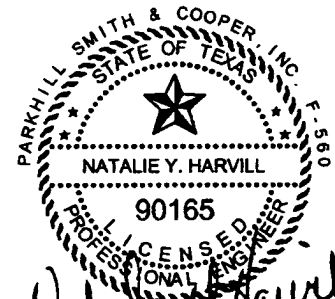
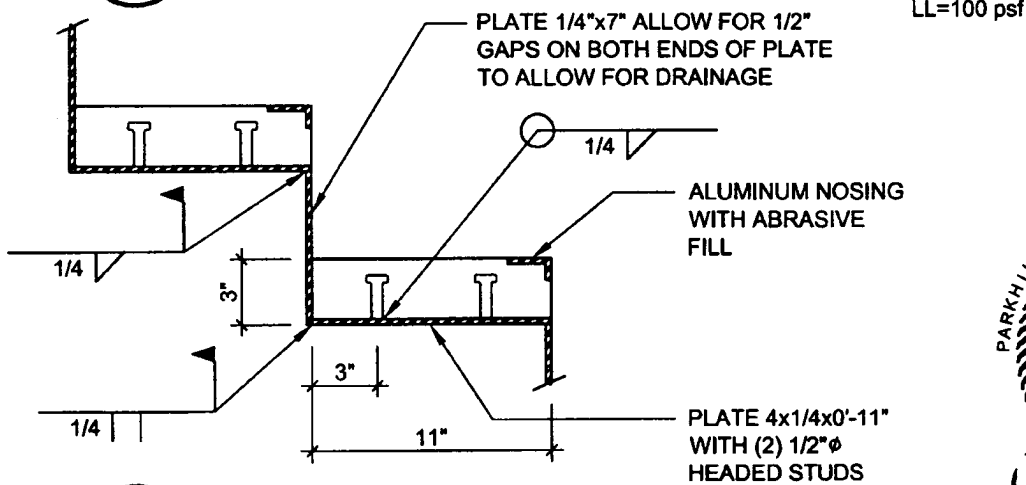
NOTE:
ALL EXISTING STAIR TREADS
MUST BE REMOVED, REUSE
STRINGER



NOTE:
KICK PLATE NOT
SHOWN FOR CLARITY

A1 SECTION

3/4"=1'-0"



A2 SECTION

1 1/2"=1'-0"

SCHARBAUER
SPORTS COMPLEX
FOOTBALL
MIDLAND, TX



PARKHILL SMITH & COOPER

STAIR REPAIR

Issue: - Date: JUNE 13, 2013
Project No: 4502.06 Sheet: S-2

CITY OF MIDLAND

ADDENDUM

BID # 6986-14

Grande Stair Well Renovations

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: September 26, 2013

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

Q1. I would like to know when this project will be scheduled to start. Will both or just one stairwell have to be open during games?

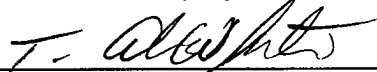
A1. Bids for this construction will be opened in October with construction beginning shortly after. Only one stairwell can be closed at any given time in order to minimize interference with the football season.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Mid-Tex of Midland, Inc.

Company Name


Bidder Authorized Signature

October 09, 2013

Date

T. Alan White - President & Co-Owner

Please Print Above Name

October 09, 2013

Phone

CITY OF MIDLAND

ADDENDUM

BID # 6986-14

Repair 2 staircases at Grande Stadium

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: October 8, 2013

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

Q1: Will we be required to paint any of the steel angles, stringers, etc? The welding will cause discoloring of the steel.

A1: Painting anything that is discolored will be required.

Q2: Steel angles and kick plates will come with a shop coat finish from the steel suppliers and be painted in the field by others. Is this correct?

A2: They will need to be painted to match surrounding steel.

Q3: Will the stair nosings at the landings be removed and replaced?

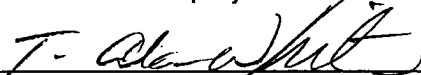
A3: Yes, replaced with new nosings.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Mid-Tex of Midland, Inc.

Company Name



Bidder Authorized Signature

October 09, 2013

Date

T. Alan White - President & Co-Owner

Please Print Above Name

October 09, 2013

Phone

CITY OF MIDLAND

ADDENDUM

BID # 6986-14

Grande Stair Well Renovations

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 3

DATE: October 4, 2013

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

Q1. Will the painting referred to in this Addenda # 2 be part of the General Contractor's bid proposal or will this be done by the painting contractor under contract to the City of Midland for the Grande Stadium?

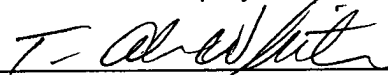
A1. It will be part of the General Contractor's bid proposal.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Mid-Tex of Midland, Inc.

Company Name


Bidder Authorized Signature

October 09, 2013

Date

T. Alan White - President & Co-Owner

Please Print Above Name

October 09, 2013

Phone

CITY OF MIDLAND

ADDENDUM

BID # 6986-14

Grande Stair Well Renovations

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 4

DATE: October 8, 2013

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

Q1. What will the paint spec be for the stairwell renovations? Will it be a Tnemec coating?

A1. The original paint was "Tnemec" coating. The paint should be "tnemec" or an approved equal. The specification for the paint will be the same as the contract currently in place for the painting at the Sports Complex.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Mid-Tex of Midland, Inc.

Company Name



Bidder Authorized Signature

October 09, 2013

Date

T. Alan White - President & Co-Owner

Please Print Above Name

432.697.2282

Phone

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.

EXHIBIT C

Bonding Requirements

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

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

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

PAYMENT BOND

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____,

_____ of the City of _____ County of _____,
and State of _____ as Principal, and _____

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

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

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

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

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

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

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

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

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

PERFORMANCE BOND

STATE OF TEXAS §
 §
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)).



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 10/22/2013

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution authorizing the issuance of a request for qualifications for advertising at the Midland International Airport.

Purpose:

Approval of a resolution authorizing the issuance of a request for qualifications for Professional Advertising Services for the Midland International Airport.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Funding is not required at this time.

Discussion:

The City's goal is to select a professional advertising firm to provide advertising services that are complementary to the Midland International Airport's architecture, to showcase the uniqueness of the City's culture and to promote new growth. Please see the attached memo from Marv Esterly, Director of Airports, for further discussion.

Therefore, please consider a resolution authorizing the issuance of a request for qualifications for a Professional Advertising Service for the Midland International Airport.



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: October 22, 2013

TO: City Council / City Manager

FROM: Marv Esterly, Director of Airports

SUBJECT: Consider a resolution authorizing the advertisement of a Request for Qualifications (RFQ) for Professional Advertising Services at the Midland International Airport, City of Midland, Midland County, Texas.

Purpose:

Consider a resolution authorizing the advertisement of a Request for Qualifications (RFQ) for Professional Advertising Services at the Midland International Airport, City of Midland, Midland County, Texas.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Discussion:

The City of Midland executed an agreement in December 1997 (Exp. January 2009) with InterSpace Airport Advertising/Allentown, Pennsylvania. In 2009, Interspace exercised their one-time five-year renewal option to extend the expiration date to January 23, 2014. Technology has improved tremendously since the initial agreement and advertising opportunities and possibilities available to us at this time is limitless. It is necessary for us to ask for Request for Qualifications for this service at Midland International Airport.

A Request for Qualifications (RFQ) has been drafted, and with Council's approval, the City of Midland's Purchasing Department will initiate the advertisement for proposal.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE CITY MANAGER
TO ADVERTISE A REQUEST FOR QUALIFICATIONS
FOR PROFESSIONAL ADVERTISING SERVICES AT
THE MIDLAND INTERNATIONAL AIRPORT;
AUTHORIZING THE CITY MANAGER TO NEGOTIATE
A PROFESSIONAL ADVERTISING SERVICES
AGREEMENT FOR SAID SERVICES; AND PROVIDING
THAT SAID AGREEMENT SHALL NOT BECOME
EFFECTIVE UNTIL APPROVED BY THE CITY
COUNCIL**

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager, or his designee, to advertise a request for qualifications for professional advertising services at the Midland International Airport; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager, or his designee, to negotiate a professional advertising services agreement with the most qualified provider of said professional advertising services;

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

SECTION ONE. That the request for qualifications for said professional advertising services, which is attached hereto as Exhibit "A" and incorporated herein for all purposes, is hereby approved.

SECTION TWO. That the City Manager, or his designee, is hereby authorized and directed to advertise said request for qualifications and to negotiate a professional advertising services agreement for said professional advertising services with the most qualified provider. Provided, however, that no such agreement shall become effective until approved by the City Council.

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:

Marv Esterly, Director of Airports

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



The City of Midland

Department of Airports

Request for Qualifications

October 23, 2013

Professional Advertising Services

Midland International Airport

Due Date: Friday, November 22, 2013

Time: 4:00 P.M.

Location: City of Midland, Purchasing Department

I. Invitation

The City of Midland ("City"), is inviting responses to this Request for Qualifications (RFQ) seeking a professional firm to develop, manage, and operate the advertising services at Midland International Airport (MAF). Responses are due by 4:00 p.m. on Friday, November 22, 2013 in the Purchasing office of the City of Midland.

II. Background

MAF is a primary commercial service airport owned and operated by the City of Midland. The Midland City government is directed by a seven-member city council elected for three-year terms and a City Manager. The mayor is the Council's presiding officer. An Airport Planning and Development Board, composed of ten (10) members appointed by City Council, serves as an advisory board to monitor the development and operation of the City's airport system.

The Airport is situated on approximately 1,600 acres of land and is located within the City of Midland, Midland County, Texas. The Airport's four runways range in length from 4,245 feet to 9,501 feet.

The terminal building consists of approximately 155,000 square feet of enclosed space and was built in 1999. The concourse has multiple aircraft parking positions with five (5) passenger loading bridges and two (2) ground level loading positions. The food and beverage concession, as well as the gift/news concession, are located post-security on the concourse level. The pre-security/landside portion of the terminal building consists of the Departure Area (ticketing) and the Arrival Area (Baggage claim). The Departure Area consists of airline offices, as well as passenger ticketing and baggage facilities. The Arrival Area consists of passenger baggage claim facilities, rental car agency service desks, hotel courtesy phone bank and access to ground transportation.

As of October 2013, Southwest, American Eagle, and United Express provide scheduled airline service at MAF with non-stop service to: Dallas-Ft. Worth (DFW), Dallas Love Field (DAL), George Bush Intercontinental (IAH), Houston Hobby (HOU), Las Vegas (LAS), and Denver (DEN).

III. Schedule

The following is an anticipated schedule. The City reserves the right to modify any part of this schedule.

RFQ Publish Date	Wednesday, October 23, 2013
RFQ Response Due Date	Friday, November 22, 2013

Respondent Interview Date TBD (if required)

City Award Date TBD

IV. Project Goal

The City's goal is to select a qualified firm to provide a fully integrated, high-quality, professionally designed and managed advertising for the terminal area of MAF.

V. Scope of Services

Consistent with MAF's strategic direction, Respondents will be expected to meet or exceed the following goals and objectives throughout the term of the Professional Services Agreement (Agreement):

- Feature an advertising program that is aesthetically consistent with, and is complementary to, MAF's design and architecture without interfering with operational efficiencies of and/or objectives of the Midland International Airport.
- Showcase the uniqueness of the City of Midland, the Permian Basin and the State of Texas, its businesses, and its culture.
- Produce and promote new growth from local, regional, and national advertising sales with an emphasis on local advertisers.
- Promote MAF and the community.
- Maximize revenues to MAF.
- Produce contemporary designs throughout the term of the agreement in order to remain attractive to the market.
- Identify, finance, develop, and implement new advertising opportunities as well as enhance existing advertising displays.
- Complement/promote the concessions/tenants at MAF.
- Secure optimum advertising effectiveness and minimize visual clutter.
- Feature the latest in advertising technology and other related products and services, incorporating contemporary advertising approaches, and innovative media.

The Respondent shall include at a minimum the opportunity and obligation to provide professional services to design, develop, market, and maintain a first-class advertising program at MAF.

- **Static Advertising:** At a minimum, static advertising shall include the opportunity to develop, construct, place, operate, maintain, and sell advertising for existing and future dioramas, floor displays, wraps, and other specialty advertising displays deemed desirable and approved by the City. Additionally, Respondents shall develop, operate, maintain, and sell advertising for existing and future courtesy telephone boards.
- **Multi-media Advertising:** Respondents shall include new "cutting edge" and "state-of-the-art" multi-media advertising concepts such as video walls, interactive devices, multi-media devices,

etc., or those that represent new methods of generating advertising revenues not identified herein.

Additionally, the City requests Respondents include in the plan the following:

- Promoting the various concessions in MAF and stimulating additional revenue.
- Promoting current and future community events in a quality and tasteful manner.
- Optimizing advertising during any future MAF construction/expansion projects, and informing customers of any construction activity.

VI. Qualifications

Respondents shall have the minimum qualifications as outlined below:

- Respondent shall have been in continuous existence for at least the last five (5) years.
- Respondent shall have demonstrated experience for the last three (3) consecutive years in the solicitation and sale of advertising and displays at five (5) or more locations with at least three (3) such operations each generating annual gross revenues of at least \$325,000.
- Respondent shall demonstrate their knowledge of the airport environment and customer base by providing evidence that their sales organization is capable of procuring a mix of local, regional and national accounts.
- Respondent must demonstrate the ability to be resourceful and imaginative to create designs that will maximize the impact of space used and to be creative in the identification of advertising possibilities.
- Responder's DBE participant must be DBE certified by the Texas Unified Certification Program prior to the execution of Agreement.
- At the time of agreement execution, Respondent must be registered and authorized to conduct business in the State of Texas.

VII. References

Respondent shall provide reference documentation from at least three (3) landlords/owners and shall include, at a minimum, a list of current and past accounts and their sales dollar volume for the last five (5) years.

VIII. Selection Criteria

The evaluation of respondent's qualifications shall include, but not be limited to; advertising experience, marketing master plan, DBE participation, capital investment, references, operations and maintenance plan, and other criteria as deemed necessary by MAF and compliance with all provisions of this Request of Qualifications.

IX. Selection Procedure

The selection panel will evaluate the statement received from each respondent and subsequent interview to make a selection based on the qualifications using the selection criteria stated in Article X.

As determined by the number of responses, Respondents may be short-listed based on MAF staff recommendations following a review of the statements received in response to this RFQ. The short-listed respondents will be notified to prepare for an on-site interview regarding the information presented in their statement, introduction of key personnel, vision for this project and answer other related questions developed by the selection panel. Following the completion of the interview, the selection committee will review the results with the City and make a recommendation.

MAF staff shall then negotiate an agreement with the selected Respondent for the services to be rendered at a compensation level which MAF staff determines to be fair and reasonable. Should MAF staff be unable to negotiate a satisfactory agreement with the Respondent initially selected, negotiations with the firm shall cease and MAF staff shall then undertake negotiations with the second most qualified Respondent. The same process shall be employed between MAF staff and the second Respondent and if unsuccessful, MAF staff shall undertake negotiations with the third most qualified Respondent.

Should MAF staff be unable to negotiate a satisfactory agreement with any of the selected Respondents MAF staff may select from additional submissions in ranked order as determined by the selection committee.

X. Auditing and Federal Aviation Administration Review

The Company shall at all times be subject to inspect and review by MAF, the Federal Aviation Administration (the "FAA") or any of their duly authorized representatives to any books, documents, papers, and records of Company that are directly pertinent to MAF. Cooperation of the Respondent's assigned personnel with the FAA shall be required.

XI. Disclosure of Information

Pursuant to Texas statute, all information contained in any submitted bid, request for proposal, or request for qualifications document to the City will be available for public review upon Freedom of Information Act (FOIA) request. All respondents are hereby advised that any information that they may consider to be confidential or proprietary and would give a competitive advantage if disclosed, should be identified, along with a statement as to whether or not a claim of confidential or proprietary privilege is being asserted. If such information is later sought by a FOIA request, the respondent will be allowed to justify its claim of privilege and the City will assess the validity of said claim in advance of any release.

XII. Disadvantaged Business Enterprise Program

The Midland International Airport, in accordance with Title VI of the Civil Rights Act of 1964, 79 Stat., 252, 42 U.S.C. 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part-21 Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to offer submissions in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

The successful Respondent will be required to make good faith efforts to subcontract .31% (City goal) of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBEs).

In the event that a respondent for this solicitation qualified as a DBE, the City goal shall be deemed to have been met.

Individuals who are rebuttable presumed to be socially and economically disadvantaged include Women, Black-Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans and Americans with Disabilities. All respondents are required to submit information concerning the DBEs that will participate in this agreement. The information will include the name and address for each DBE, a description of the work to be performed by each named firm, and the percentage of the agreement (subcontract).

If the successful Respondent fails to identify/demonstrate that it will achieve the City goal as stated herein, the respondent MUST provide documentation demonstrating that it made good faith efforts in attempting to do so. A submission failing to meet these requirements will be considered non-responsive.

XIII. Submission Requirements

Respondents shall submit a "marked" original and seven (7) copies of the response. A digital copy in a portable document format (PDF), shall also be included with your response. All responses shall be SEALED in an opaque envelope or carton, marked:

RFQ Professional Advertising Services; DO NOT OPEN.

DELIVER TO:

**Regina Stephenson
Purchasing
300 N. Lorraine Street, Suite 220
Midland, TX 79701**

1. All Submissions shall be received no later than 4:00 p.m., Friday November 22, 2013. Late responses will not be accepted.
2. In the event an agreement is entered into pursuant to the RFQ, the successful respondent shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin or ancestry. The respondent must include in any and all subcontracts a provision similar to the above.
3. Any ambiguity in any Statement as a result of omission, error, lack of clarity or non-clarity by the respondent with this RFQ, instruction, and all conditions of the submission shall be constructed in the light most favorable to the City.
4. All documents submitted in connection with this RFQ will remain the property of the City.
5. The Signature Page (Attachment B) shall be signed as required and included in each Respondent's sealed submission to constitute a complete submission package.
6. Respondent is required to be familiar with and in compliance with all Federal, State, and Local laws, ordinances, and regulations, applicable to parties doing business with governmental entities.
7. The City will not consider responses submitted by Respondents that are in default and/or not in good standing with MAF or the City of Midland.
8. **To be considered as a responsible and responsive Respondent, each submission shall complete all sections and attachments which are part of this Request for Qualifications.**

XIV. Questions and Answers

If discrepancies or omissions are found in this document by any prospective respondent, or if there are related questions concerning this document or any attachment, a written request for clarification or interpretation must be submitted by Friday, November 1, 2013 and addressed to:

Justine Ruff
Deputy Director of Airports
Midland International Airport
PO BOX 60305
Midland, TX 79711
jruff@midlandtexas.gov

XV. Attachments

- A - General Questionnaire
- B – Signature Page

APPENDIX "A"

GENERAL QUESTIONNAIRE

Name of Company: _____
(COMPLETE LEGAL NAME – AS IT WOULD APPEAR ON CONTRACTS)

Mailing Address: _____

Remit-To Address: _____

Primary Contact:

Name: _____

Title: _____

Phone: _____ Fax: _____

Cell Phone: _____ E-Mail: _____

Alternate Contact:

Name: _____

Title: _____

Phone: _____ Fax: _____

Cell Phone: _____ E-Mail: _____

Federal Tax ID: _____

Is your company a certified Disadvantaged Business Enterprise (DBE)? Yes _____ No _____

If yes, please provide a current copy of certification with this information.

Type of Ownership:

Sole Proprietorship: (information above should be correct)

Corporation Information: (also use this space for other form of business, such as LLC)

When incorporated? _____

In what State? _____

Authorized to do business in Texas? Yes _____ No _____

If yes, as of what date? _____

Please supply the following for each principal:

Legal Name	Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Partnership Information:

Date of Organization: _____

Type of Partnership General _____ Limited _____

Business Purpose: _____

Doing Business in Texas? Yes _____ No _____ When? _____

Please supply the following for each partner:

<u>Legal Name</u>	<u>Address</u>	<u>%Ownership</u>
_____	_____	_____
_____	_____	_____

Joint Venture Information:

Date of Organization: _____

Type of Joint Venture: General _____ Limited _____

Doing business in Texas? Yes _____ No _____ When? _____

Please Supply the following for each Partner:

<u>Legal Name</u>	<u>Address</u>	<u>% Ownership</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please attach a copy of your W-9 and return with this form.

APPENDIX "B"

SIGNATURE PAGE

Each individual executing this proposal on behalf of a Respondent represents and warrants that he/she has been authorized to do so by the Board of Directors or other concerned parties who have an interest in the business.

Each individual executing this proposal certifies with their signature below that the information contained in the Proposal Response is true and accurate to the best of their knowledge.

I affirm that I have read and understand all the provisions set forth in this RFQ invitation. I, the undersigned, guarantee our Response meets or exceeds specifications contained in the RFQ document. Our firm will comply with all provisions and conditions as specified. All requested information has been submitted as requested.

BUSINESS OR CORPORATION NAME

BY: _____

TITLE: _____

DATE: _____

PROFESSIONAL SERVICES AGREEMENT
FOR ADVERTISING SERVICES

THIS AGREEMENT is made and effective the ____ day of ____ 2013, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, _____ hereinafter referred to as "CONSULTANT."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which CONSULTANT shall perform Advertising services for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. CONSULTANT shall provide those services described in Exhibit "A."
2. CONSULTANT shall perform all the services under this Agreement consistent with the same level of skill and care as other professionals in approximately the same region at approximately the same point in time and for the same types of projects. CONSULTANT represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in Exhibit "A."

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay CONSULTANT according to the schedule set forth in Exhibit "A" upon presentation of a monthly invoice. The invoice shall set out service fees for the month and those Additional Expenses and Reimbursable Expenses described in Exhibit "A" incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. CONSULTANT shall perform professional services as outlined in the "Services to be Performed" for a fee of \$____ (breakdown of fees is located in Exhibit "A".) which fee for basic services shall in no event exceed \$____, excluding Additional Services and Reimbursable Expenses. Within 30 days of the date CONSULTANT's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify CONSULTANT of CITY's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed

portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from _____, 2013 until _____, 201____, unless the project is completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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.

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

All reports, information and other data ("instruments of service"), given to, prepared or assembled by CONSULTANT under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that CONSULTANT may make copies of any and all instruments of service for its files. The CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of CONSULTANT, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Consultant shall perform all work and services described herein as an independent Consultant 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.

ARTICLE IX. INSURANCE

1. Insurance

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

Commercial General Liability (including Contractual liability):

-Personal Injury:	\$1,000,000.00 per person
	\$1,000,000.00 per occurrence

-Property Damage:	\$500,000.00 per occurrence
-------------------	-----------------------------

Business Automobile Liability:	\$250,000.00 combined single limit - Personal Injury and Property Damage
--------------------------------	---

Worker's Compensation: Statutory limits

Employers' Liability: \$500,000.00 per accident or occurrence

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

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.

ARTICLE X. ATTORNEY 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. THE 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 COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE 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.

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

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

ARTICLE 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..

ARTICLE XIV. GENERAL PROVISIONS

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

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

D. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

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

If to CONSULTANT:

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

E. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

G. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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

I. 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.

J. 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, Consultant or his legal representative, shall give the City Manager, or any other reasonable official of the CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Consultant will settle, the physical and mailing addresses of Consultant at the time and date the claim was presented and the physical and mailing addresses of Consultant for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Consultant 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 Consultant that Consultant's notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Consultant's failure to comply with the requirements herein shall perpetually bar Consultant'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. Consultant agrees that the requirements of this entire Agreement are reasonable.

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

CONSULTANT:

By: _____
Courtney B. Sharp, City Manager

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Keith Stretcher, City Attorney

ATTEST

Amy M. Turner, City Secretary

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 _____,
2013.

Notary Public, State of Texas

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

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.

For vendor or other person doing business with local governmental entity

Page 2

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.

- D. Describe each affiliation or business relationship.**

[illegible]

Date _____

10.28

NOTICE TO BIDDERS

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

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

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

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



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 10/22/2013

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution rejecting all bids received for the Concession Stand Expansion project at the Scharbauer Sports Complex.

Purpose:

Approval of a resolution rejecting all bids received for the Concession Stand Expansion project at the Scharbauer Sports Complex.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Funding is not required.

Discussion:

Staff recommends rejecting all bids received for the Concession Stand Expansion project at the Scharbauer Sports Complex. The project estimate was \$200,000.00. The lowest bid exceeded the estimated cost by \$61,842.00. Please see the attached memo from Tina Jauz, Community Services Director, for more information.

Therefore, please consider a resolution rejecting all bids received for the Concession Stand expansion project.

CITY OF MIDLAND
Community Services Department
Interoffice Memorandum

Date: October 10, 2013
To: Tommy Hudson, Deputy City Manager
From: Tina Jauz, Community Services Director
Subject: SSC Concession Stand Expansion – Reject Bids

Under the City Council's authorization, staff solicited qualified bidders to construct an indoor batting cage facility and to expand the concession stand located near the north stairwell in the ballpark at Scharbauer Sports Complex. An alternate bid for concrete work on the concourse was included in the bid.

At this time, the 4B Board recommends postponing the expansion of the concession and moving forward with the batting cage construction and the concourse concrete work.

Staff would like to reject the bids for the concession stand. The project was estimated to cost \$200,000. The lowest bid received was \$261,842. The 4B funds budgeted for the concession stand expansion (\$95,000, which represents the city's share of the concession stand expansion with the RockHounds partnering in the expense) will be used toward the construction of the indoor batting cage facility.

The RockHounds have purchased a number of portable vending carts which has helped with the need for additional concession area.

RESOLUTION NO. _____

**RESOLUTION REJECTING ALL BIDS RECEIVED FOR
BID NO. 6957-14 FOR THE CONCESSION STANDS
EXPANSION PROJECT AT THE SCHARBAUER
SPORTS COMPLEX**

WHEREAS, the City Manager approved plans and specifications and authorized advertisement for competitive bids for the Scharbauer Sports Complex Concession Stands Expansion Project 6957-14; and

WHEREAS, the City Council finds it to be in the public interest to reject all bids received on Request No. 6957-14;

**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 bids received on Bid Number 6957-14 for the Scharbauer Sports Complex Concession Stands Expansion Project, as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes, are hereby rejected.

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

Regina Stephenson, Purchasing Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



**Scharbauer Sports Complex
Concession Stand & Batting Cage
October 9, 2013, 2:00 p.m.**

Contractor	Bid Bond	Addendum #1	Addendum #2	Calendar Days	Base Proposal Concession Stand	Base Proposal Batting Cage	Alternate 1 Cost Savings	Alternate 2 Additional Flatwork	Total
Mid-Tex of Midland 5206 West Wadley Midland, TX 79707	✓	✓	✓	165	\$ 282,000.00	\$ 692,000.00	& 40,000.00	\$23,000.00	\$957,000.00
Campbell Construction PO Box 11293 Midland, TX 79702	✓	✓	✓	140	\$ 261,842.00	\$ 691,840.00	\$ 40,100.00	\$ 28,410.00	\$ 941,992.00



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 10/22/2013

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution rejecting all proposals received for management, operation, maintenance and enforcement services for a single-space parking meter system for the Transportation Division.

Purpose:

Approval of a resolution rejecting all proposals received for management, operation, maintenance and enforcement services for a single-space parking meter system.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Funding is not required.

Discussion:

Staff recommends rejecting all proposals received for management, operation, maintenance and enforcement services for a single-space parking meter system. We will not require a parking meter service since we are recommending rejecting the purchase of 310 parking meters connected with this service.

Therefore, please consider a resolution rejecting all proposals received for management, operation, maintenance and enforcement services for a single-space parking meter system.



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: October 22, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Gary Saunders, Transportation Manager

SUBJECT: Consider a resolution rejecting all proposals received for management, operation, maintenance and enforcement services for a single-space parking meter system for the Transportation Division.

Purpose:

Consider a resolution rejecting all proposals received for management, operation, maintenance and enforcement services for a single-space parking meter system for the Transportation Division.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

N/A

Discussion:

The Legal Department has prepared a resolution rejecting all proposals received for management, operation, maintenance and enforcement services for a single-space parking meter system for the purchase.

Since we are also recommending rejecting the purchase of the single space parking meters associated with this, the service will not be needed at this time.

Staff recommends approval of this resolution.

RESOLUTION NO. _____

**RESOLUTION REJECTING ALL BIDS RECEIVED FOR
BID NO. 6548-13 FOR MANAGEMENT, OPERATION,
MAINTENANCE AND ENFORCEMENT SERVICES FOR
A SINGLE-SPACE PARKING METER SYSTEM; AND
THE METERS WERE TO BE LOCATED IN THE
DOWNTOWN AREA**

WHEREAS, the City Manager approved plans and specifications and authorized advertisement for competitive bids for management, operation, maintenance and enforcement services for a single-space parking meter system (Bid No. 6548-13); and

WHEREAS, the City Council finds it to be in the public interest to reject all bids received on Request No. 6548-13;

**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 bids received on Bid Number 6548-13 for management, operation, maintenance and enforcement services for a single-space parking meter system, as shown on the bid tabulation attached hereto as Exhibit “A” and incorporated herein for all legal purposes, are hereby rejected.

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

Regina Stephenson, Purchasing Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

City of Midland - Bid Tabulation

BID # 6548-13 Management, Operation, Maintenance, & Enforcement of Parking Meters OPENED July 17, 2013			SP Plus Municipal Services 700 Pacific Avenue, Suite 244 Dallas, TX 75201 (214) 748-1293		Laz Parking 325 North Saint Paul Street Dallas, TX 75201 (214) 720-7275		ABM Parking Services 815 Walker Street Houston, TX 77002 (713) 220-8505		Republic Parking System 1888 Sherman Street Denver, CO 80203 (303) 382-0880	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL
1	24	Months Parking Meter Management Services	\$26,213.32	\$629,119.68	\$25,906.96	\$621,767.04	\$24,106.00	\$578,544.00	\$27,500.00	\$660,000.00
		Work Completed	30 Calendar Days		Not Specified		10 Calendar Days		Not Specified	
TOTALS:				\$629,119.68		\$621,767.04		\$578,544.00		\$660,000.00

Bidding Summary:

11 Bid requests were issued.

4 Bids listed above

0 NO BIDS were received.

7 Bidders did not respond.

Cale America, Lanier Parking Solutions, Affiliated Computer Services
McDean Inc, Duncan Parking, Complus Data Innovations, Denison Parking



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 10/22/2013

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution rejecting all proposals received for the purchase of single-space parking meters for the Transportation Division.

Purpose:

Approval of a resolution rejecting all proposals received for the purchase of 310 single-space parking meters.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Funding is not required.

Discussion:

Staff is recommending rejecting all proposals received for 310 single-space parking meters. Future parking spaces will be at a premium in downtown Midland due to proposed construction in the downtown area.

Therefore, please consider a resolution rejecting all proposals received for the purchase of 310 single-space parking meters.



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: October 22, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Gary Saunders, Transportation Manager

SUBJECT: Consider a resolution rejecting all proposals received for the purchase of single-space parking meters for the Transportation Division.

Purpose:

Consider a resolution rejecting all proposals received for the purchase of 310 single-space parking meters.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

N/A

Discussion:

The Legal Department has prepared a resolution rejecting all proposals for the purchase of 310 single-space parking meters due to the significant amount of proposed construction within the downtown area of the City of Midland.

Staff recommends approval of this resolution.

RESOLUTION NO. _____

**RESOLUTION REJECTING ALL BIDS RECEIVED FOR
BID NO. 6534-13 FOR THE PURCHASE OF SINGLE-
SPACE PARKING METERS THAT WERE TO BE
LOCATED IN THE DOWNTOWN AREA**

WHEREAS, the City Manager approved plans and specifications and authorized advertisement for competitive bids for the purchase of single-space parking meters (Bid No. 6534-13); and

WHEREAS, the City Council finds it to be in the public interest to reject all bids received on Request No. 6534-13;

**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 bids received on Bid Number 6534-13 for the purchase of single-space parking meters, as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes, are hereby rejected.

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

Regina Stephenson, Purchasing Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

City of Midland - Bid Tabulation

BID # 6534-13 Parking Meters OPENED July 31, 2013			Duncan Solutions 633 W Wisconsin Ave Suite 1600 Milwaukee, WI 53203 Bradley Magee (414) 847-3702		POM Incorporated 200 South Elmira Avenue Russellville, AR 72802 Amy Adkison (800) 331-7275		IPS Group 5601 Oberlin Drive Suite 100 San Diego, CA 92121 Chad Randall (858) 404-0603	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL
1	310	Parking Meters including housing, poles, brackets, bolts	\$465.00	\$144,150.00	\$127.49	\$39,521.90	\$485.00	\$150,350.00
		Duncan Liberty Single Space Electronic Mechanism w/credit Card	\$465.00	\$144,150.00	100 Units or less \$152.98			
						\$0.00		
		M4 IPS Credit Card-Enabled Single Space Meter				\$0.00	\$485.00	\$150,350.00
		New Housings	\$195.00	\$60,450.00		\$0.00	\$245.00	\$75,950.00
		Meter Poles	\$51.50	\$15,965.00	\$45.00	\$13,950.00	\$160.00	\$49,600.00
		Aluminum Base for 2" Pipe	\$6.50	\$2,015.00		\$0.00		
		Installation		\$0.00		\$0.00	\$35.00	\$10,850.00
		Vehicle Detection Sensors		\$0.00		\$0.00	\$295.00	\$91,450.00
		Training on all items associated with proposal		\$0.00		\$0.00	Included	
		IPS Data Management System		\$0.00		\$0.00	License Fee included in other time Fees	
		Aluminum Twin Mounting Brackets (155)			\$38.99	\$6,043.45		
				\$0.00		\$0.00		
		Optional High-Visibility Expiration Signals front and rear		\$0.00	\$27.00	\$8,370.00		
		Optional Smart Card (chip) Reader		\$0.00	\$18.00	\$5,580.00		
		Car Reader for PC - programming smart cards with value etc. (1)		\$0.00	\$150.00	\$150.00		
		Smart cards, (with chip), artwork to be determined		\$0.00	Call for pricing			
		100 units or less		\$0.00	\$152.98			
2	1	Lot - Installation	\$121.00	\$37,510.00	None offered	None offered	\$35.00	\$10,850.00
		Per Unit (310)			POM Takes exception			
3	1	Lot - Training	Flat Rate	Flat Rate	\$2,500.00	\$2,500.00	Included	Included
					1 session			
4	1	Reoccurring annual fees	\$1,705.00	\$1,705.00		NO BID	\$5.75	\$21,390.00
							Option 1	
		Secure Wireless Gateway/Data Fee & Meter Management System License Fee					\$8.00	Option 2
		Sensor Management System Based Data Fee					\$3.50	per month
		Optional Sensor Real-Time Reporting Fee					\$2.75	per month
13.5	1	Credit/debit card fees	\$0.06	\$0.06	\$0.10	\$0.10	\$0.13	Varies

			per card transaction - Gateway fee	Per card transaction - billed	Per card transaction	Option 1
			\$0.04	by POM	\$0.06	Option 2
			per card transaction - Merchant processing fee			
6	1	Software	NO BID	No Charge	No Charge	Included
7	1	Future Software Updates	NO BID	No Charge	No Charge	Included
8	1	Spare Parts	\$145.00	\$145.00	See Section 7 of RFP	See Section 7 of RFP
			2 Sets	Various different options available	\$2,222.00	\$2,222.00
		Spare Meters with 12 month warranty (3 meters)			\$495.00	\$1,485.00
		Hybrid Card Reader (3)			\$49.00	\$147.00
		Coin Validator (5)			\$69.00	\$345.00
		Keypad (5)			\$25.00	\$125.00
		Battery Pack (6)	\$59.00	\$118.00	\$20.00	\$120.00
			Liberty D & AA - has harness & Connectors (2)		795-600-H2	
		Liberty Collection Card (2)	\$10.00	\$20.00		
		Liberty Technician Card (2)	\$10.00	\$20.00		
		Spare Coin Track (2)	\$57.00	\$114.00		
		Spare Flat/Anti-Glare Dome (2)	\$3.50	\$7.00		
		Credit Card Cleaning Swipe (2)	\$5.50	\$11.00		
		Parktel Credit Card Module		\$385.00	\$385.00	
		Mainboard, with displays		\$70.23	\$70.23	
		Replacement fron digital display		\$5.00	\$5.00	
		Replacement rear LCD display		\$5.00	\$5.00	
		Coin Chute Assembly		\$27.00	\$27.00	
		Lid, coin chute		\$0.80	\$0.80	
		Card Reader		\$16.52	\$16.52	
		Block assy, smart card reader		\$1.10	\$1.10	
		Bicok, card reader, steel		\$0.31	\$0.31	
		Screw, 6-32 x 1/4, self-tap		\$0.18	\$0.18	
		Motor Assy, Flag wheel		\$16.27	\$16.27	
		FasteNEr, push-in		\$0.05	\$0.05	
		Lens, right		\$1.13	\$1.13	
		Lens, left		\$1.13	\$1.13	
		Window, back		\$1.50	\$1.50	
		Mech frame, coin only		\$13.42	\$13.42	
		Mech frame, coin and card		\$13.78	\$13.78	
		Coin Slot insert (quarter)		\$0.41	\$0.41	
		Coin slot insert (Dollar)		\$0.44	\$0.44	
		Back Shell, top half, Lexan		\$1.68	\$1.68	
		Back shell, bottom, Lexan		\$2.69	\$2.69	

		Front Shell, LCD expiration signal			\$7.00	\$7.00		
		Shield, Battery compartment			\$1.58	\$1.58		
		Battery cover			\$1.20	\$1.20		
		Rate plate (specify text)			\$2.04	\$2.04		
		Replacement decal for rate plate, specify text			\$0.75	\$0.75		
		Reset button			\$0.45	\$0.45		
		Spring, reset button			\$0.05	\$0.05		
		Decal, hour limit			\$0.88	\$0.88		
		Cover, plug			\$0.64	\$0.64		
		Screw 8-32 x 5/8, panhead, captive			\$0.08	\$0.08		
		Screw #4 x 5/16			\$0.05	\$0.05		
		Screw #2 x 1/4			\$0.10	\$0.10		
		Screw, 2-56 x 1/8 Phillips roundhead			\$0.04	\$0.04		
		Screw, #6 x 1/2, Plastite			\$0.05	\$0.05		
		Washer, flat nylon			\$0.03	\$0.03		
		Battery, 9v Lithium			\$8.93	\$8.93		
		Battery 6v Lithium			\$10.00	\$10.00		
		Battery 6v AA AlkalINE pak			\$4.00	\$4.00		
9	1	Annual maintenance cost per year	1st yr included	1st yr included		NO BID	N/A	N/A
		Optional Second yr extended Maintenance (310 Meters)	\$37.50	\$11,625.00				
		Optional Third yr extended Maintenance (310 Meters)	\$45.00	\$13,950.00				
		Other costs:						
10	1	Monthly wireless fee & PEM Backend Software System Fee	\$5.50	\$1,705.00	\$5.00	\$60.00	\$295.00	\$91,450.00
			per month		Per month - billed by POM		Vehicle Detection Senesors	
		IPS Estimated Shipping Costs for 310 Meters					Included	
		On-site training, installation, and commissioning for 310 meters					Included	
		Optional Pay by Cell Costs					\$0.10 per transaction	
							Option 1 - Push fee pd by City	
							\$0.35 per transaction	
							Option 1 - Push fee pd by Customer	
							No Cost per transaction	
							Option 2 - push fee pd by City	
							\$0.45 per transaction	
							Option 2 - push fee pd by Customer	
	310	Optional Duncan sensor (pole mounted/housing mounted integrated w/me	\$290.00	\$89,900.00				
	310	Monthly wireless Fee for pole mounted vehicle sensor (per sensor)	\$3.00	\$930.00				
		Archer handheld communicator with wand and cable if needed (1)			\$2,203.00	\$2,203.00		

	All-Zinc Tamperproof Cases, with duo locks, coinbox, & standard wedges (310)			\$225.00	\$69,750.00		
	Optional Iron Vault (350)			\$55.00	\$17,050.00		
	Optional Sealed Coinboxes (310)			\$30.00	\$9,300.00		
	Optional Iron Twin Mounting Brackets (155)			\$60.00	\$9,300.00		
	Work to be completed	120 Calendar Days		45-60 Calendar Days		60 Calendar days	
TOTALS:							

Bidding Summary:

16 Bid requests were issued.

3 Bids listed above

0 NO BIDS were received.

13 Bidders did not respond.

Aparc Systems, Associated Time & Parking Controls, Cale America, Datapark USA, Denison Parking, HD Supply
Hectronic USA, LAZ Parking, MC Dean Ind, Mitchell Time & Parking, Parkeon, Parking Boxx, Republic Parking



City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: 10/22/2013

TO: City Council / City Manager

FROM: Marv Esterly, Director of Airports

SUBJECT: Federally Mandated Security Directive - Petition for Reconsideration

Purpose:

Consider a motion ratifying the submission of a Petition of Reconsideration to the Transportation Security Administration regarding the transfer of responsibilities for security checkpoint exit lane access control at Midland International Airport.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Costs associated with this federal mandate would range between \$130,000 to \$230,000 annually.

Discussion:

In June of 2013, the Department of Airports received a notice that the Transportation Security Administration (TSA) was considering transferring responsibilities to secure checkpoint exit lanes to airports nationwide and was requesting comments from airports on the proposed decision. The Department of Airports immediately recognized the potential impact of the proposed mandate and in consultation with the City's Washington DC lobbyist, Rich Leidl, submitted a long list of comments on July 9, 2013.

On October 1, 2013 the Department of Airports received word from our TSA Federal Security Director (FSD) that despite our concerns and comments they would now require the Airport to submit an amendment for approval to our Airport Security Program (ASP) by November 4, 2013 to transfer responsibility for checkpoint exit lane security over to the Airport. The TSA also will require all applicable airports to implement the transfer effective January 1, 2013.

As a matter of process, an airport operator may seek reconsideration of a Federal Security Director amendment by sending the FSD, no later than 15 days before the effective date of the amendment a petition of reconsideration. The deadline to submit this petition regarding the amendment was October 19, 2013.

It is the position of the Department of Airports, that the transfer of this federal responsibility improperly establishes an unfunded mandate for airports nationwide. This responsibility clearly falls on the back of the TSA, as they continue to receive money from air carriers through 49 CFR Part 1511 (Aviation Security Fees and Assumption of Civil Aviation Security Functions and Responsibilities Final Rule) to perform this function.

Due to the short deadline to file a petition of reconsideration the Department of Airports, in consultation with City Management, elected to prepare and submit the petition (see attached). Submitting this petition only gives us more time to submit our amendment to the ASP. It will not extend the deadline for implementation should the TSA elect to disregard airport petitions nationwide. Airports throughout the country have elected to pursue this path in order to keep all legal options open to fight the implementation of this unfunded mandate.



432.560.2200
Fax 432.560.2237

9506 LaForce Boulevard
P.O. Box 60305
Midland, TX 79711

October 17, 2013

By Email and Federal Express

Mr. John Sides
Federal Security Director
Transportation Security Administration
4630 50th Street
Suite 107
Lubbock, TX 79414

Re: Petition for Reconsideration of
Airport Security Program Amendment for
Exit Lane Access Control

Dear Mr. Sides:

Pursuant to Title 49 of the Code of Federal Regulations (CFR) § 1542.105(c)(2), the City of Midland, Texas (Midland), the airport operator of Midland International Airport (MAF), hereby files this Petition for Reconsideration and requests that the Administrator of the Transportation Security Administration (TSA) reconsider and withdraw the TSA Airport Security Program Amendment for Exit Lane Access Control (Amendment), which improperly establishes an unfunded mandate for Midland to provide staff or deploy technologies to control access to exit lanes at MAF.

In issuing the Exit Lane Access Control Amendment, the TSA has raised new issues and did not fully consider or adequately respond to concerns raised in our comments. We also note that the TSA has not posted a consolidated list of comment responses from all affected airport operators to the TSA ACO-200 Web board. We urge the TSA to take into account such comments in opposition to the TSA's proposal. Based upon our review of the Amendment, we have identified the following reasons that the Amendment should be withdrawn, including the TSA's lack of authority and areas that the TSA should have addressed prior to seeking to amend Midland's Airport Security Program.

- 1. TSA violated 49 CFR § 1542.105 by not giving Midland an opportunity to review and submit comments on new provisions and requirements that the TSA included in the Exit Lane Access Control Amendment.**

Pursuant to 49 CFR § 1542.105(c)(1), the TSA is required to send a proposed amendment to the airport operator. In its June 4, 2013 letter, the TSA discussed its proposed amendment in general terms. The TSA violated its regulations by issuing a detailed Amendment that contains new requirements beyond those in the general June 4 proposal, including the following:

- Section C.1(b) has more extensive requirements.
- Section C.2 now includes an open-ended requirement for Midland to comply with local TSA procedures for handling LEOs, FAMs, FFDOs or Known Crewmembers, thus allowing the TSA to impose any measure which Midland was not afforded the opportunity to review, evaluate or comment on in advance.
- Section E similarly contains new language.
- The TSA did not make the Cost Impact Analysis available at the time of its proposed amendment in June, 2013.

Since TSA did not include these provisions in its June 4, 2013 proposal, Midland was not provided an opportunity to review the language and the requirements in advance and submit “written information, views, and arguments,” as it is entitled to do under 49 CFR § 1542.105(c)(1). Consequently, the Amendment was not issued in accordance with the TSA’s regulatory requirements and should be withdrawn.

2. TSA has not provided Midland the necessary guidelines, standards or materials to be used in training staff.

Despite the fact that TSA is abandoning its statutory responsibility to monitor exit lanes and imposing a new requirement on Midland, the TSA has not provided Midland any training materials, curriculum, guidelines or standard operating procedures to train staff on their responsibilities for controlling exit lanes.

For example, the Cost Impact Analysis For Airport Exit Lanes Airport Security Program Amendment specifically indicates that an estimated two hours of on-the-job training will be required for new security personnel in accordance with TSA procedures. Cost Impact Analysis at 5. However, the TSA has not provided the necessary information to assist Midland with this training. Consequently, additional time is needed to develop the requisite training materials and procedures.

3. The January 1, 2014 implementation date contained in the Exit Lane Access Control Amendment does not afford Midland a reasonable amount of time to comply with the TSA’s new, extensive requirements.

The TSA’s implementation date for its new, extensive requirements is January 1, 2014. Midland cannot be reasonably expected to hire the necessary staff or solicit bids from contractors to provide staff and also procure, install, test and deploy technologies to comply with the required measures in this limited amount of time. Given that local requirements stipulate a formal bid process, more time is necessary to issue bids, solicit proposals, award contracts, train and deploy the new staff and install and test technologies necessary to control access to exit lanes. Furthermore, Midland has had one

of the lowest unemployment rates in the country for the past year. Accordingly, it has been very difficult for the City to hire and retain staff.

Moreover, MAF's fiscal year began on October 1 and its proposed budget was submitted months before the issuance of the final Amendment, which is dated October 1. Funding is not currently available to support the procurement of technologies or the additional staffing necessary to satisfy the TSA's costly mandate by the January 1, 2014 deadline.

4. Existing law and TSA regulations clearly state that TSA, not the airport operator, is responsible for monitoring exit lanes and controlling access to sterile areas; TSA's Amendment violates the Aviation and Transportation Security Act and TSA regulations by forcing Midland to assume the TSA's responsibility for monitoring exit lanes and for screening functions.

In its Amendment, the TSA alleges that "[n]o statutory authority requires TSA to be responsible for the control of exit lanes," that it may impose this responsibility on the airport operator, and that in doing so the TSA is "not transferring any of its screening responsibilities to the airport operator." See Amendment at page 2. However, a review of the statutory history, regulatory history, day-to-day practice, and funding mechanisms concerning exit lane monitoring clearly shows that this is the responsibility of the TSA, that the TSA may not impose this Federal responsibility on local airport operators, and that in doing so the TSA is unlawfully transferring a portion of its screening responsibilities. Consequently, the TSA's Amendment violates law and regulation.

Prior Regulations and Practice. Prior to the enactment of the Aviation and Transportation Security Act (ATSA) in 2001, aircraft operators were responsible for the screening of passengers entering the sterile area of an airport terminal building and monitoring exit lanes to prevent unauthorized access, pursuant to Federal Aviation Administration (FAA) regulations at 14 CFR Part 108 (Aircraft Operator Security). In contrast, under FAA regulations at 14 CFR Part 107 (Airport Security), airport operators, such as Midland, were not required to monitor or prevent unauthorized access to sterile area exit lanes.

Statutory Directive. With the enactment of ATSA, Congress transferred the responsibility for passenger and baggage screening to the TSA. Section 110(b) of the ATSA states:

The Under Secretary of Transportation for Security shall provide for the screening of all passengers and property . . .
ASTA, § 110(b); 49 U.S.C. § 44901(a).

Furthermore, this statutory directive requires that the screening "shall be carried out by a Federal Government employee", rather than a third party, such as an airport operator.

Regulatory Directive. In February 2002, TSA published a final rule in the Federal Register (67 Fed. Reg. 8340), transferring the pre-existing FAA regulations governing civil aviation security to the TSA. Through the issuance of the Final Rule, "Civil Aviation Security Rules", TSA defined the Sterile Area as "a portion of an airport defined in the airport security program that provides passengers access to boarding aircraft and to which the access generally is controlled by TSA or by an aircraft operator

under part 1544 of this chapter” (67 Fed. Reg. at 8354)(Emphasis added). This definition remains unchanged in TSA’s Transportation Security Regulations. The TSA’s obligations were subsequently confirmed by TSA in May, 2006, through the reissuance of the Complete Airport Security Program Guide.

TSA’s Longstanding Practice. The TSA’s responsibility for monitoring exit lanes is further supported by its actions. For more than 10 years, the TSA has treated this as its responsibility. As noted in its Amendment, the TSA has access control of exit lanes at numerous airports nationwide. Having undertaken this responsibility for so long at so many airports, TSA cannot suddenly deny its obligation to provide exit lane monitoring.

TSA Funding Mechanism. TSA, through the Aviation Security Infrastructure Fee (ASIF), collects money from aircraft operators for monitoring exit lanes. Each aircraft operator’s ASIF fee amount is based on the amount paid by the carrier for “the screening of passengers and property.” 49 CFR § 1511.5(b). To determine these costs, the TSA provided carriers a form that lists 35 separate Cost Categories. (Appendix A to 49 CFR Part 1511). The first cost category is “Checkpoint Screening Personnel”; the second cost category is “Exit Lane Monitors.” The Supporting Notes for Item 2 specifically refer to “Salary, benefits, overtime, retirement and other costs of exit lane monitors.”

TSA reaffirmed the role of exit lane monitors in “the screening of passengers and property” by including related costs in two other Cost Categories.

- For Cost Category 8, “Background Checks”, the TSA collects money from aircraft operators for background checks for “all screening personnel.” In its Supporting Notes for Item 8, the TSA explicitly states that screening personnel includes “checkpoint screening personnel, exit lane monitors . . . “
- For Cost Category 19, “Checkpoint Signs and Related Equipment”, the TSA’s Supporting Notes state that this includes the “cost of purchase or rent, installation, testing, and maintenance of checkpoint signs, barriers, lane markers, and exit lane doors.”

In summary, based on legislation, regulations, practice, and funding, the TSA is clearly required to screen passengers and baggage and this clearly includes exit lane monitoring. Moreover, at no time has the airport operator been required to monitor exit lanes and the TSA has no authority to assign this Federal responsibility to local airport operators. Consequently, the Amendment is invalid and should be withdrawn.

5. Since TSA collects money from aircraft operators for monitoring exit lanes, TSA cannot impose this Federal responsibility on local airport operators through an unfunded mandate.

As noted above, TSA, through the Aviation Security Infrastructure Fee, collects money from aircraft operators for monitoring exit lanes. Since TSA is receiving funding to monitor the exit lanes, it must use the funds for this purpose and may not impose this obligation on airports operators as an unfunded mandate.

6. TSA has not provided Midland any guidance on effective exit lane technologies.

Congress, through section 1613 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (9/11 Act), specifically directed TSA to conduct a pilot program to identify technologies to improve security at exit lanes in order to prevent unauthorized access or items from entering the sterile area. However, TSA has apparently not deployed or tested such technologies at exit lanes. Furthermore, TSA has not developed a qualified products list (QPL) of approved technologies, and specifically states in its October 1, 2013 letter to Midland that it will not do so. In spite of its assertion that “aviation security is a shared responsibility,” TSA does not even plan to “provide a tool to airport operators to evaluate and assess potential investments in technologies for exit lane access control” until January 8, 2014, after the implementation date of the Amendment.

Therefore, Midland has no assurance that any technology considered for use in complying with the TSA’s requirements will ultimately be approved. Furthermore, Midland is very concerned that, absent standards, TSA may require additional technology modifications after Midland has made a significant investment to procure and install a system. Prior to imposing any requirement for exit lane access control on Midland, TSA should conduct a full evaluation of available technologies for security at exit lanes and develop and issue a QPL.

7. TSA violated the Administrative Procedure Act by not issuing a notice of proposed rulemaking.

Under FAA rules, aircraft operators were responsible for monitoring the exit lanes prior to 9/11. Under TSA rules, the TSA has been responsible for monitoring the exit lanes for more than ten years. As shown above, numerous references in the ASTA and TSA’s Transportation Security Regulations establish that monitoring exit lanes is a TSA function. This is clearly a longstanding rule of general applicability for the aviation community. The TSA now wants to change this longstanding rule by shifting the responsibility to airport operators nationwide, including Midland.

The Administrative Procedure Act (APA), 5 U.S.C. Section 551 *et seq.*, requires Federal agencies to follow certain public notice and comment requirements when “an agency statement of general or particular applicability and future effect designed to implement, interpret, or prescribe law or policy or describing the organization, procedure, or practice requirements of an agency” (5 U.S.C. § 551(4)). The TSA properly followed the procedures under 5 U.S.C. § 553, for example, by issuing a notice of proposed rulemaking that resulted in a final rule in May, 2006. 71 Fed. Reg. 30509 (2006). The APA requires that the TSA follow this rulemaking procedure in seeking to implement its new rule of general applicability concerning exit lanes and the nationwide aviation community. The TSA’s failure to do so is a violation of the APA.

8. TSA violated 49 CFR § 1542.105(c) by failing to justify the need for an amendment to the Airport Security Program.

The TSA regulations allow it to amend an airport security program only if required by “safety and the public interest.” 49 CFR § 1542.105(c). In this case, the TSA’s only justification for requiring the airport operator to monitor exit lanes is that the TSA has budgetary problems.

This explanation does not satisfy the requirements of 49 CFR § 1542.105(c). Amendments are allowed only for “safety and the public interest”, not for randomly-occurring Federal budget issues. Any current, temporary budget issues do not give TSA the right to ignore its Federal responsibilities and try to shift those statutory responsibilities and related costs on to local airport operators. Given the government-wide budget issues at the Federal level, the TSA’s argument would allow every Federal agency to ignore its statutory responsibilities and force local governments to take on the obligations. This would clearly be unacceptable. For example, there were reports that several state governments offered to pay for National Park Service personnel in order to keep National Parks open during the shutdown. While state governments could volunteer to do this, the National Park Service clearly had no authority to force them to do so.

Moreover, as noted above, the TSA already receives funding for exit lane monitoring through the ASIF and should use these funds for this purpose. On the other hand, airport operators, such as Midland, do not receive funding for exit lane monitoring and have their own budget constraints.

The TSA’s proposal may actually have a detrimental impact on “safety and the public interest.” For example, TSA has the ability to provide training updates and the latest intelligence information to its nationwide Transportation Security Officer (TSO) workforce in a matter of hours. Individual airport operators do not have this capability and can only make local training modifications. As a general rule, TSA provides a level of consistency with uniformly-trained and highly-skilled TSA TSOs or other TSA employees. This nationwide consistency will be lost if individual airport operators are required to control access to exit lanes and this will not enhance safety and the public interest. Consequently, the TSA has not met the threshold regulatory requirements for amending Midland’s Airport Security Program.

9. The Cost Impact Analysis For Airport Exit Lanes Airport Security Program Amendment does not adequately consider the costs to Midland to comply with the TSA’s new requirements.

Since TSA issued the Cost Impact Analysis For Airport Exit Lanes Airport Security Program Amendment at the same time as the final Amendment, Midland was not provided an opportunity to comment on the data, assumptions and overall costs associated with the unfunded mandate to provide staff or deploy technologies to control access to exit lanes. This violated 49 CFR § 1542.105(c) and, consequently, the Amendment should be withdrawn.

The TSA Cost Impact Analysis is flawed in that it significantly underestimates the costs that will be incurred by the airport operator and fails to consider other costs.

For example, TSA neglected to include any estimate of increased insurance costs to Midland associated with the performance of the required screening and access control functions at exit lanes. The TSA also does not include any costs for necessary “Background Checks” or “Checkpoint Signs and Related Equipment”, as required under the TSA’s ASIF regulations at 49 CFR Part 1511.

Midland also takes issue with the TSA’s determination of “small airports”. As noted in Midland’s letter dated July 9, 2013, the TSA uses the FAA’s definition of small hubs for purposes of funding airport security improvement projects. 49 U.S.C. §§ 44923(e)(1) and (h)(3). MAF qualifies as a small hub under this analysis. The TSA’s Cost Impact Analysis deviates from this approach by using population data, with 50,000 as the threshold, which would exclude Midland with its population in excess of 110,000.

Furthermore, the TSA’s analysis is inconsistent. It classifies a privately-owned airport as “small” if its annual revenues are \$30 million or less. Yet, the TSA does not consider MAF to be small even though its annual revenues are only in the \$6 million range. The TSA’s Cost Impact Analysis also errs in considering a city’s total revenue (See Table 8 at page 9) rather than focusing only on the airport’s revenue, as the TSA apparently would do for a small privately-owned airport.

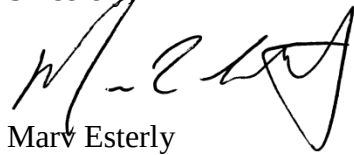
The TSA also mistakenly assumes that three full time employees can cover two shifts per week. While this could technically provide 120 hours of coverage, or approximately 17 hours per day, it does not account for coverage needed for break times, sick days, and vacations.

In summary, the Cost Impact Analysis is flawed and should be corrected and re-issued for public comments before any Amendment is finalized.

In consideration of the foregoing, including TSA’s lack of authority to issue the Exit Lane Access Control Amendment, the fact that new requirements were included in the Amendment, and the need for additional information, evaluation and a longer implementation time frame, we request that the TSA grant this Petition for Reconsideration and withdraw the Amendment.

If you have further questions or comments, please contact me by phone at 432-560-2200, extension 3001, or by email at mesterly@midlandtexas.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Marv Esterly", with a stylized flourish at the end.

Marv Esterly
Director

MIDLAND
City Attorney's Office
City of Midland
Office Memorandum

DATE: October 17, 2013

TO: The Honorable Mayor and City Council Members

FROM: Keith Stretcher, City Attorney

SUBJECT: Midland Spaceport Development Corporation

The proposed resolution ratifies all prior actions of the Mayor regarding the creation of the Midland Spaceport Development Corporation. The resolution confirms that the Mayor was authorized to act on behalf of the City as of September 22, 2013.

The City Attorney's Office has prepared the following documents related to the Midland Spaceport Development Corporation:

1. The Certificate of Formation for the Midland Spaceport Development Corporation which has been filed with the Texas Secretary of State;
2. The bylaws for the Midland Spaceport Development Corporation;
3. An Interlocal Agreement between Midland County, Texas and the City of Midland, which has been executed by the Mayor and the Midland County Judge; and
4. The proposed application that will be submitted to the Board of Directors of the Midland Spaceport Development Corporation for their consideration. The proposed application is currently well over one-hundred (100) pages.

Once the proposed application is approved by the Board of Directors, the application will be submitted to the Governor's Office for his consideration. Hopefully, the City will be awarded a grant to be used for infrastructure at the Midland International Airport. The proposed resolution also authorizes the Mayor, City Attorney and City Manager to execute any documents in the future related to the Midland Spaceport Development Corporation.

If you have any questions or if I may be of any assistance do not hesitate to contact me.

KS/lo

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF MIDLAND, TEXAS
RATIFYING ALL ACTIONS OF THE MAYOR AND
CONFIRMING THE MAYOR'S AUTHORITY IN THE
CREATION OF THE MIDLAND SPACEPORT
DEVELOPMENT CORPORATION; AND
SPECIFICALLY AUTHORIZING THE MIDLAND
SPACEPORT DEVELOPMENT CORPORATION TO
ACT ON BEHALF OF THE CITY OF MIDLAND TO THE
EXTENT AUTHORIZED BY CHAPTER 507 OF THE
TEXAS LOCAL GOVERNMENT CODE; AND
AUTHORIZING THE MAYOR, CITY ATTORNEY AND
THE CITY MANAGER TO FILE ALL APPROPRIATE
DOCUMENTS**

WHEREAS, on September 22, 2013, the Midland City Council authorized the creation of the Midland Spaceport Development Corporation; and

WHEREAS, on September 22, 2013, the Midland City Council appointed four individuals to serve as directors for the Midland Spaceport Development Corporation; and

WHEREAS, on September 22, 2013, the Midland City Council authorized and directed the Mayor to prepare all documents and file all documents necessary for the creation of the Midland Spaceport Development Corporation; and

WHEREAS, the Mayor, as authorized and directed on behalf of the City of Midland, has created and executed the Certificate of Formation for the Midland Spaceport Development Corporation; and

WHEREAS, the Mayor, as authorized and directed on behalf of the City of Midland, has drafted and executed an agreement with Midland County, Texas confirming the appointment of directors to the Midland Spaceport Development Corporation; and

WHEREAS, the Mayor on behalf of the City of Midland, has filed the Certificate of Formation for the Midland Spaceport Development Corporation with the Texas Secretary of State;

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

SECTION ONE. That the recitals and preambles stated above are hereby adopted and approved for all purposes.

SECTION TWO. That the agreement with Midland County, Texas, which has been executed by the Mayor and by the Midland County Judge, is hereby approved for all purposes. The agreement is attached hereto, marked as Exhibit “A”, and incorporated herein for all purposes. The Mayor was authorized and directed to execute this document as of September 22, 2013.

SECTION THREE. That the Certificate of Formation for the Midland Spaceport Development Corporation is attached hereto, marked as Exhibit “B” and is hereby approved for all purposes and incorporated into this resolution. The Mayor was authorized and directed to prepare and execute this Certificate of Formation as of September 22, 2013.

SECTION FOUR. That the Mayor, the City Attorney, and the City Manager are each hereby authorized to take such actions and execute and deliver, on behalf of the City of Midland, such other agreements, instruments, instructions, notices and other documents in connection with the transactions contemplated by 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 FORM:

Keith Stretcher, City Attorney

**AGREEMENT BETWEEN MIDLAND COUNTY, TEXAS AND
THE CITY OF MIDLAND, TEXAS**

WHEREAS, in accordance with Section 507.051 of the Texas Local Government Code, Midland County and the City of Midland must appoint directors through written agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE MIDLAND COUNTY COMMISSIONERS AND THE MIDLAND CITY COUNCIL:

SECTION ONE. That the following individuals are appointed to the Board of Directors of the Midland Spaceport Development Corporation:

Jerry F. Morales
P.O. Box 1152
Midland, Texas 79702

Michael B. Trost
P.O. Box 1152
Midland, Texas 79702

W. Jeffrey Sparks
P.O. Box 1152
Midland, Texas 79702

John B. Love III
P.O. Box 1152
Midland, Texas 79702

Robin Donnelly
Midland County Commissioner
500 North Loraine Street
Midland, Texas 79701

Harry Spannaus
1423 Lanham Street
Midland, Texas 79701

John Echols
6003 Meadowview Lane
Midland, Texas 79707

SECTION TWO. That this Agreement is in compliance with Section 507.051 of the Texas Local Government Code.

SECTION THREE. That the Midland County Commissioners and Midland City Council hereby approve the certificate of formation for the Midland Spaceport Development Corporation.

Michael R. Bradford,
Midland County Judge

W. Wesley Perry,
Mayor of the City of Midland, Texas

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



John Steen
Secretary of State

Office of the Secretary of State

CERTIFICATE OF INCORPORATION OF

Midland Spaceport Development Corporation
File Number: 801867807

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above corporation pursuant to the provisions of the Local Government Corporation Act have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Incorporation and attaches hereto a copy of the Articles of Incorporation.

Dated: 10/16/2013

Effective: 10/16/2013



A handwritten signature of John Steen in black ink.

John Steen
Secretary of State

FILED
In the Office of the
Secretary of State of Texas
OCT 16 2013
Corporations Section

**CERTIFICATE OF FORMATION OF
MIDLAND SPACEPORT DEVELOPMENT CORPORATION**

Pursuant to the provisions of Chapter 22 of the Texas Business Organizations Code, the undersigned Corporation adopts the following Certificate of Formation.

ARTICLE 1

The name of the Corporation is Midland Spaceport Development Corporation.

ARTICLE 2

The Corporation is a nonprofit corporation that is organized to exercise the powers and duties granted to a spaceport development corporation under Chapter 507, Texas Local Government Code, and for the transaction of any and all lawful acts for which nonprofit corporations may be incorporated under the Texas Non-Profit Corporation Act.

ARTICLE 3

The period of duration is perpetual.

ARTICLE 4

The purpose of the Corporation is to support the creation and development of a spaceport project in Midland, Texas, and for any lawful purpose permitted by the Nonprofit Law of the State of Texas; and exclusively for charitable, religious, scientific, literary, or educational purposes either directly or by contributions to organizations that qualify as exempt under section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereinafter be amended.

ARTICLE 5

1. No part of the net earnings of the Corporation shall inure to the benefit of any director of the Corporation, officer of the Corporation, or any private individual and no director or officer of the Corporation, or any private individual shall be entitled to share in the distribution, of any of the corporate assets on dissolution of the Corporation.
2. No substantial part of the activities of the Corporation shall be carrying on of propaganda, or otherwise attempting to influence legislation and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

3. If the Corporation is classified as a private foundation under Section 509(a) of the Internal Revenue Code, as amended, or corresponding provisions of any subsequent law, then while so classified the Corporation shall comply with the following provisions:
 - a. the Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to a tax on undistributed income imposed by Section 4942 of the Internal Revenue Code, as amended, or corresponding provisions of any subsequent federal laws;
 - b. the Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code, as amended, or corresponding provisions of any subsequent federal laws;
 - c. the Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code, as amended, or corresponding provisions of any subsequent federal laws;
 - d. the Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code, as amended, or corresponding provisions of any subsequent federal laws;
 - e. the Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code, as amended, or corresponding provisions of any subsequent laws; and
 - f. the Corporation shall comply with all other restrictions applicable to a private foundation under Section 509(a) of the Internal Revenue Code, as amended, or corresponding provisions of any subsequent laws.
4. Upon dissolution, the board of directors shall distribute any assets remaining after paying or providing for the liabilities of the Company to tax exempt organizations, or as may be required or permitted under Section 501(c)(3) of the Internal Revenue Code, as amended. Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE 6

The Corporation will have no members.

ARTICLE 7

The business address and street address of its initial registered office is 300 North Loraine, Midland, Texas, 79701 and the name of its initial registered agent at such address is Keith Stretcher, City Attorney.

ARTICLE 8

The Corporation is governed by Chapter 507 of the Texas Local Government Code. No compensation shall be paid to any Director and the office is not one of emolument. Directors shall not be reimbursed for expenses.

ARTICLE 9

Management of the affairs of the Corporation shall be vested in the board of directors. The number of directors constituting the initial board of directors is seven. The names and addresses of the persons who are to serve as initial directors are as follows:

Jerry F. Morales
P.O. Box 1152
Midland, Texas 79702

Michael B. Trost
P.O. Box 1152
Midland, Texas 79702

W. Jeffrey Sparks
P.O. Box 1152
Midland, Texas 79702

John B. Love III
P.O. Box 1152
Midland, Texas 79702

Robin Donnelly
Midland County Courthouse
500 North Loraine, Suite 1100
Midland, Texas 79701

Harry Spannaus
c/o Robin Donnelly
500 North Loraine, Suite 1100
Midland, Texas 79701

John Echols
c/o Robin Donnelly
500 North Loraine, Suite 1100
Midland, Texas 79701

ARTICLE 10

To the fullest extent as is permitted by law, the Corporation shall indemnify any person who was, is, or is threatened to be named a defendant or respondent in any threatened, completed, or pending action, suit, or proceeding, whether civil or criminal, administrative, arbitrative, or investigative, including any appeal of such action, suit, or proceeding, or any inquiry or investigation that could lead to such action, while a director or officer is or was serving at the request of the Corporation as a trustee, officer, director, partner, employee, agent, or any functionality of another foreign or domestic organization. The Corporation also may indemnify such person described in the preceding sentence and any other person to the fullest extent as may be permitted by law.

ARTICLE 11

This Corporation is created by Midland County, Texas and the City of Midland, Texas.

ARTICLE 12

This document becomes effective when the document is filed by the secretary of state.

ARTICLE 13

The name and address of the organizer is:

W. Wesley Perry
Mayor, City of Midland
P.O. Box 1152
Midland, Texas 79702

ARTICLE 14

The Corporation may not take any action that would be inconsistent with the requirement for a tax exemption under Internal Revenue Code Section 501(c)(3) and related regulations, rulings, and procedures. Nor may it take any action that would be inconsistent with the requirements for receiving tax-deductible charitable contributions under Internal Revenue Code Section 170(c)(2) and related regulations, rulings, and procedures.

ARTICLE 15

The Corporation is a nonstock Corporation.

ARTICLE 16

The Governing Units have specifically authorized the Corporation to act on the unit's behalf to further the public purpose stated in the resolution and the certificate of formation.

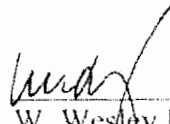
ARTICLE 17

The Midland County Commissioners and the Midland City Council have approved the certificate of formation.

EXECUTION

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certified under penalty that the undersigned is authorized to execute the filing instrument.

Date: 10-16-2013



W. Wesley Perry, Mayor of the
City of Midland, Texas
Organizer

MIDLAND
City Attorney's Office
City of Midland
Office Memorandum

DATE: October 16, 2013

TO: The Honorable Mayor and City Council Members

FROM: Keith Stretcher, City Attorney

SUBJECT: Second Amendment to the Wholesale Water Delivery Agreement between the City of Midland and the Midland County Fresh Water Supply District No. 1

The proposed resolution authorizes the Mayor to execute the Second Amendment to the Wholesale Water Delivery Agreement between the City of Midland and the Midland County Fresh Water Supply District No. 1 ("District"). The proposed agreement will allow the District to develop the water resources at the 6,750-acre ClearWater Ranch. The District is planning to construct a 16-inch water line from the ClearWater Ranch to the T-Bar Ranch water field and blend the water from the ClearWater Ranch with the T-Bar Ranch. This will enhance the quality of the water at the T-Bar Ranch. The 16-inch water line will be able to carry a maximum of 4 million gallons of water per day.

Since the ClearWater Ranch is located entirely in Winkler County, the water field is protected by Section 36.121 of the Texas Water Code ("the Craddick Amendment"). Once development begins at the ClearWater Ranch, a water district may not be created that would regulate the City of Midland's water.

If you have any questions or if I can be of any assistance do not hesitate to contact me. Mr. Robert Rendall, the District's General Counsel, and Mr. Jay Edwards, the District's General Manager, will be at your Council meeting.

KS/lo

RESOLUTION NO. _____

A RESOLUTION APPROVING A SECOND AMENDMENT TO AND RESTATEMENT OF WHOLESALE WATER DELIVERY AGREEMENT EXECUTED BETWEEN THE CITY OF MIDLAND, TEXAS AND THE MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1; CONSENTING TO THE ISSUANCE OF MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1 REVENUE NOTES; AUTHORIZING THE MAYOR, THE CITY ATTORNEY, AND THE CITY MANAGER TO EXECUTE ALL DOCUMENTS IN CONNECTION THEREWITH; AND OTHER MATTERS RELATED THERETO

WHEREAS, the City of Midland, Texas (the "City") has previously entered into a Wholesale Water Delivery Agreement, dated as of May 30, 2012, between the City and Midland County Fresh Water Supply District No.1, a fresh water supply district created pursuant to Chapter 53 of the Texas Water Code and the provisions of Article XVI, Section 59 of the Texas Constitution (the "District"), as amended by the First Amendment to Wholesale Water Delivery Agreement dated August 28, 2012 (the "Water Delivery Agreement"); and

WHEREAS, the City and the District desire to amend and restate the Water Delivery Agreement to provide for the financing and development of capital improvements to be used in the production and transportation of water from the T -Bar Ranch to the City, including facilities for the development of water resources at the ClearWater Ranch (both as defined in the hereinafter defined Amended and Restated Water Delivery Agreement and referred to herein, collectively, as the "ClearWater Ranch Improvements"); and

WHEREAS, the City Council has received and reviewed (i) a form of resolution (the "Resolution") providing for the District's proposed issuance of obligations to be designated as "Midland County Freshwater Supply District No. 1 Revenue Notes, Series 2013 (City of Midland Project) (the "Notes") and (ii) a Second Amendment to and Restatement of Wholesale Water Delivery Agreement (the "Amended and Restated Water Delivery Agreement" and together with the Resolution, the "Financing Documents"), which amends and restates the Water Delivery Agreement to provide for (a) the financing and development

of the ClearWater Ranch Improvements and (b) the payment of the Notes; and

WHEREAS, the City Council finds that the terms and conditions of the Amended and Restated Water Delivery Agreement are in the best interest of the City.

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

SECTION ONE. The City Council hereby approves the Financing Documents in substantially the form presented with this Resolution, subject to such changes as the Mayor, the City Attorney, or the City Manager may approve. The Mayor is authorized and directed to execute and deliver, and the City Secretary is authorized to attest, the Second Amended and Restated Water Delivery Agreement. That the second amendment to and restatement of wholesale water delivery agreement is on file in the City Secretary's Office referenced by the date and number of this resolution.

SECTION TWO. The City Council hereby consents to the issuance of the Notes, and the City Council acknowledges the obligation of the City pursuant to the Amended and Restated Water Delivery Agreement to pay the District such amounts as shall be sufficient to pay the principal of and interest on the Notes, together with such other amounts as are required by the Amended and Restated Water Delivery Agreement, which amounts shall be payable from the sources identified therein. The City Council further acknowledges that the City shall be solely responsible for the payment of such amounts and the City shall be obligated to make such payments as long as the Notes and the other District Debt (as defined in the Amended and Restated Water Delivery Agreement) remain outstanding.

The Mayor, the City Attorney, and the City Manager (each acting individually) are hereby authorized and directed to assist the District and its attorneys and consultants in the preparation of materials for use in connection with the offering and sale of the Notes, including any offering circular, placement memorandum, official statement, or other materials, and to provide such information concerning the City and its operations and financial condition, as the Mayor, the City Attorney and the City Manager shall determine

are necessary or useful in connection with the offering and sale of the Notes.

SECTION THREE. The Mayor, the City Attorney, and the City Manager are each hereby authorized to take such actions and execute and deliver, on behalf of the City, such other agreements, instruments, instructions, notices and other documents in connection with the transactions contemplated by this Resolution as they may determine to be necessary or useful in the accomplishment of the purposes of this Resolution. This Resolution may be relied upon by the appropriate representatives of the parties to this transaction and the Texas Attorney General in his review and approval of the Notes.

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 FORM:

Keith Stretcher, City Attorney

**SECOND AMENDMENT TO
AND RESTATEMENT OF
WHOLESALE WATER DELIVERY AGREEMENT**

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF MIDLAND §

WHEREAS, the WHOLESALE WATER DELIVERY AGREEMENT (the “*Agreement*”) was entered into between the CITY OF MIDLAND, TEXAS, a Texas home-rule city (the “*City*”), and the MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1, a fresh water supply district created pursuant to Chapter 53 of the Texas Water Code and the provisions of Article XVI, Section 59 of the Texas Constitution (the “*District*”) on May 30, 2012 and thereafter effective August 28, 2012 the Agreement was amended by the First Amendment to Wholesale Water Delivery Agreement;

WHEREAS, the City owns approximately 22,149 acres of land in Winkler and Loving Counties, Texas as more particularly described on Exhibit A attached hereto (the “*T-Bar Ranch*”) and the groundwater rights and groundwater associated therewith; and

WHEREAS, the City also now owns approximately 6,732.35 acres of land in Winkler County as more particularly described on Exhibit G attached hereto (the “*ClearWater Ranch*”) and the groundwater rights and groundwater associated therewith; and

WHEREAS, the City now desires the District to develop the groundwater under the ClearWater Ranch and deliver it to the City through the facilities located on the T-Bar Ranch; and

WHEREAS, the City desires that the District develop the groundwater under T-Bar Ranch and deliver it solely to the City; and

WHEREAS, the District has now completed the initial construction and development of the water resources at the T-Bar Ranch; and

WHEREAS, the District desires to acquire, design, construct, install, finance, own, operate, maintain, and repair the Infrastructure (as defined below) necessary to produce and deliver the groundwater from the T-Bar Ranch and the ClearWater Ranch to the City at the Delivery Point (as defined below); and

WHEREAS, the District desires to acquire, design, construct, install, finance, and own the Extended Infrastructure (as defined below); and

WHEREAS, the City shall pay to the District the Rates as further described herein; and

WHEREAS, the District shall issue and sell District Debt (as defined below) for the purpose of financing the Infrastructure, ; and

WHEREAS, such District Debt shall be secured by and payable from the payments from the City under this Agreement; and

WHEREAS, for as long as any District Debt is outstanding, the City has an unconditional obligation to make payments under this Agreement in amounts sufficient to pay the debt service on such District Debt.

WHEREAS, the City and the District now desire to amend and restate the Agreement to reflect the commencement terms and promises between the District and the City related to the financing and development of water resources at the T-Bar Ranch and the ClearWater Ranch.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I.

DEFINITIONS AND CONSTRUCTION OF AGREEMENT

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

1.01 “*Administrative Expenses*” means administrative expenses of the District related solely to the Project.

1.02 “*Agreement*” means this Second Amendment to and Restatement of Wholesale Water Delivery Agreement.

1.03 “*Annual Budget*” means the budget of the District stating the expected expenses of the District for the following calendar year.

1.04 “*Annual Audit*” means the annual reconciliation of amounts paid to the District by the City to the amount of Operations and Maintenance Expenses and District Debt payments of the District in such year.

1.05 “*Average Daily Amount*” means the average daily amount of Water delivered by the Infrastructure to the City at the Delivery Point, which shall be ten million gallons per day (10 MGD).

1.06 “*Business Day*” means any Day other than Saturdays, Sundays, and Days on which banks in the City of New York, New York, or the City of Midland, Texas are required or permitted to be closed for all or part of their customary hours of operation.

1.07 “*Calendar Year*” means January 1 through December 31 of any given year.

1.08 “*City*” means the City of Midland, Texas.

1.09 “*City Payment*” shall have the meaning assigned in Section 12.2 of this Agreement.

1.10 “*City's Fiscal Year*” shall mean the fiscal year of the City.

1.11 ***"ClearWater Debt"*** means bonds, notes or other obligations issued by the District pursuant to this Agreement and applicable law for the purpose of financing the ClearWater Infrastructure.

1.12 ***"ClearWater Delivery Date"*** means that date when the District will commence transporting Water from the ClearWater Ranch to the ClearWater Delivery Point, which date shall not be later than July 31, 2014 subject to the provisions of this Agreement.

1.13 ***"ClearWater Delivery Point"*** means the location for the point of delivery for the Water transported through the ClearWater Infrastructure to the T-Bar Ranch as further described on **Exhibit H** attached hereto.

1.14 ***"ClearWater Infrastructure"*** means all capital used in production and transport of water from the ClearWater Ranch to the ClearWater Delivery Point, including the wells installed at the ClearWater Ranch, pumping facilities, easements, pipelines, storage reservoirs, pump stations and the ClearWater Master Meter as described on **Exhibit I** attached hereto.

1.15 ***"ClearWater Master Meter"*** means the metering equipment, including a meter house or pit, rate of flow control device, and any other required devices of standard type, for properly measuring the quantity of water traveling through the ClearWater Infrastructure.

1.16 ***"ClearWater Ranch Easements"*** means the easements that shall be granted in the form substantially as attached hereto as **Exhibit J** attached hereto from the City to District to allow for the construction and operation of the ClearWater Infrastructure on the ClearWater Ranch by the District, which easements shall be term easements to run concurrent with the term of this Agreement.

1.17 ***"Construction Documents"*** means the plans and specifications for the design and construction of the Infrastructure, Extended Infrastructure and ClearWater Infrastructure.

1.18 ***"Day"*** means a 24-hour period commencing at 0:00:00 hours each day and ending at 23:59:59 hours on the same day, determined by reference to prevailing Central time.

1.19 ***"Debt Service Fund"*** means the fund by that name created pursuant to the Trust Indenture under which the District Debt is issued.

1.20 ***"Delivery Date"*** means that date when the District will commence transporting Water from the T-Bar Ranch for delivery to the City near the intersection of State Highway 191 and FM 1788 at the Delivery Point, which date shall not be later than May 31, 2013 subject to the provisions of this Agreement.

1.21 ***"Delivery Point"*** means the location for the point of delivery for the Water transported through the Infrastructure to the City as further described on **Exhibit B** attached hereto.

1.22 ***"District"*** means the Midland County Fresh Water Supply District No. 1.

1.23 ***"District Debt"*** means bonds, notes or other obligations issued by the District pursuant to this Agreement and applicable law for the purpose of financing the Infrastructure and any bonds, notes or other obligations issued to refund same or to refund any such refunding bonds, rates or other obligations.

1.24 ***"District's Fiscal Year"*** shall mean the fiscal year of the District.

1.25 “*Easements*” means all necessary easements, leases, licenses, and other rights of access and/or real property interests obtained by the District for the purpose of construction installation, operation, maintenance, and repair of the Infrastructure.

1.26 “*Effective Date*” means the last date of execution of this Agreement by the Parties as indicated on the signature pages; provided each of the Parties must execute this Agreement for it to be effective.

1.27 “*Expanded Infrastructure*” means the additional Infrastructure required to meet the Expanded Infrastructure Capacity and as described on **Exhibit E** attached hereto.

1.28 “*Expanded Infrastructure Capacity*” means any additional Infrastructure needed to produce and/or transport more than the Maximum Daily Amount up to the Pipeline Design Capacity as required by the City.

1.29 “*Expansion Fund*” means the fund by that name created pursuant to the Trust Indenture under which the District Debt is issued. Such fund shall not be pledged to payment of the District Debt and shall be held by the Trustees outside the trust estate for the District Debt.

1.30 “*Extended Infrastructure*” means that certain right-of-way, pipeline, elevated storage tank, and injection station which shall be constructed and located as further described on **Exhibit C** attached hereto.

1.31 “*Extended Pipeline*” means that certain forty-eight inch (48”) pipeline as described and shown on **Exhibit C** attached hereto that is a part of the Extended Infrastructure.

1.32 “*Force Majeure*” means and shall be limited to any event or circumstance which is beyond the reasonable control of, without the fault or negligence of, and should not, in the exercise of reasonable caution, have been foreseen and avoided or mitigated by, the Party asserting Force Majeure (the “*Affected Party*”), and which delays or prevents the Affected Party from timely performing any obligation hereunder, including, without limitation: (i) acts of God, earthquakes, fire, storms, severe droughts, washouts, land subsidence, floods, lightning, hurricanes, tornadoes, and severe snow storms; (ii) explosions, wars, civil insurrections, acts of the public enemy, sabotage, or terrorism; (iii) strikes, lockouts or other labor disputes with respect to which the Affected Party has not been determined by the National Labor Relations Board to have engaged in any unfair labor practices; (iv) any change in any Requirement of Law or the interpretation thereof by a responsible Governmental Authority which shall in any circumstances under this Subsection impact a Party’s ability to perform its obligations of the Agreement; and (v) delays caused by compliance with any Requirement of Law related to an endangered species as such term is defined in the Endangered Species Act of 1973 as amended; which the Parties acknowledge could not have been avoided or mitigated; provided, a “Force Majeure” shall not include economic conditions that render a Party’s performance of this Agreement unprofitable or otherwise uneconomic, or the inability of Party to make payment when due under this Agreement, unless the cause of such inability is an event that physically prevents payment and that would otherwise constitute Force Majeure as described above.

1.33 “*Governmental Authority*” includes any federal, state, local or other governmental body; any governmental or quasi-governmental, regulatory or administrative agency commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or other governmental tribunal.

1.34 “*Infrastructure*” means (i) T-Bar Infrastructure; (ii) the Extended Infrastructure; and (iii) the ClearWater Infrastructure.

1.35 “*Master Meter*” means the metering equipment, including a meter house or pit, rate of flow control device, and any other required devices of standard type, for properly measuring the quantity of Water traveling through the Infrastructure to the Delivery Point.

1.36 “*Maximum Daily Amount*” means the maximum daily amount of Water delivered by the Infrastructure to the Delivery Point, which shall be twenty million gallons per day (20 MGD).

1.37 “*Maximum Delivery Rate*” means the maximum rate at which District may deliver Water to the Delivery Point under this Agreement. The Maximum Delivery Rate is 17,400 gallons per minute.

1.38 “*Minimum Delivery Rate*” means the minimum rate at which District is obligated to deliver Water to the Delivery Point under this Agreement. The Minimum Delivery Rate is zero gallons per minute.

1.39 “*Minimum PSF*” means the minimum rate of pressure for Water delivered by the District to the Delivery Point, measured in pounds per square inch, which shall be sixty-five (65) psi.

1.40 “*Operation and Maintenance Expense*” means all direct and indirect costs of operation, maintenance, and repair of the T-Bar Infrastructure and ClearWater Infrastructure and the reasonable Administrative Expenses of the District related solely to the Project.

1.41 “*Operation and Maintenance Fund*” means the fund by that name created pursuant to the Trust Indenture under which the District Debt is issued.

1.42 “*Party*” or “*Parties*” means City and/or District, individually or collectively, as applicable.

1.43 “*Pipeline*” means the pipeline or pipelines used by the District to transport Water from the T-Bar Ranch for delivery to the City at the Delivery Point.

1.44 “*Pipeline Design Capacity*” means the capacity of the initial Pipeline, which capacity will be thirty-eight million gallons per day (38 MGD).

1.45 “*Project*” means, collectively, the District acquiring, designing, constructing, installing, financing, owning, operating, maintaining, and repairing the Infrastructure to deliver Water from the T-Bar Ranch to the City at the Delivery Point; the District acquiring, designing, constructing, installing, financing, and owning the Extended Infrastructure and the District acquiring, designing, constructing, installing, financing, owning, operating, maintaining and repairing the ClearWater Infrastructure.

1.46 “*Project Contractor*” means collectively Garney Companies, Inc. and Black and Veatch Corporation as to the T-Bar Infrastructure and only Garney Companies, Inc as to the Extended Infrastructure and ClearWater Infrastructure.

1.47 “*Project Costs*” means (i) all direct and indirect costs associated with acquiring, designing, constructing, installing, financing, owning, operating, maintaining, and repairing the Infrastructure (ii) all Operation and Maintenance Expenses for the T-Bar Infrastructure and

ClearWater Infrastructure, and (iii) all other payments and deposits required to be made by the City under the Trust Indenture pursuant to which District Debt is issued and secured.

1.48 “*Rate(s)*” means the price to be paid by City to District under this Agreement, which shall be adjusted in accordance with the provisions of Section 4.3 herein.

1.49 “*Repair and Replacement Fund*” means fund by that name created pursuant to the Trust Indenture under which the District Debt is issued.

1.50 “*Requirement of Law*” means any statute, ordinance, code, rule or regulation, tariff or policy, and judicial or administrative order, request or judgment, any common law doctrine or theory, any provision or condition of any permit or any other binding determination of any Governmental Authority.

1.51 “*System*” means the City’s Water and Sewer System.

1.52 “*T-Bar Infrastructure*” means all capital items used in the production and transport of water from the T-Bar Ranch to the City at the Delivery Point, including the wells installed at the T-Bar Ranch, pumping facilities, disinfection facilities, easements, pipelines, storage reservoirs, pump stations and the Master Meter.

1.53 “*T-Bar Ranch Easements*” means the easements that shall be granted in the form substantially as attached hereto as **Exhibit D** from the City to District to allow for the construction and operation of the Infrastructure on the T-Bar Ranch by the District, which easements shall be term easements to run concurrent with the term of this Agreement.

1.54 “*TCEQ*” means the Texas Commission on Environmental Quality, and its predecessor and successor agencies.

1.55 “*Term*” means the term of this Agreement, which shall commence on the Effective Date and terminate upon the expiration of forty (40) years thereafter, or as otherwise provided in this Agreement.

1.56 “*Trustee*” means a national banking association to be selected by District and approved by City as trustee for the District Debt.

1.57 “*Trust Indenture*” means the trust indenture or trust indentures between the District and the Trustee pursuant to which District Debt is issued, and any supplements or amendments thereto.

1.58 “*Water*” means groundwater from the T-Bar Ranch and ClearWater Ranch which shall be delivered through the Infrastructure to the Delivery Point.

ARTICLE II.

DESIGN, CONSTRUCTION AND OPERATION OF INFRASTRUCTURE

2.1 Responsibility for the Project. Except as otherwise provided herein, the Parties acknowledge and agree that the District shall be solely responsible for the Project; provided however, all payments for the Project Costs, including all costs associated with District Debt, all Operation and Maintenance Expenses and all other payments and deposits required to be made

by the City under the Trust Indenture pursuant to which District Debt is issued and secured, shall be payable solely from the payments made by the City to the District under this Agreement.

2.2 Contracts and Agreements. The Parties acknowledge and agree that District shall unilaterally enter into any and all agreements necessary to effectuate the Project. Notwithstanding the foregoing, District shall not place any restrictions into such agreements or contracts that restrict the contractors from contracting directly with the City should the District fail to complete the Infrastructure for any reason, and each contract shall be fully assignable to the City in the case of default by District.

2.3 Construction of Infrastructure.

(a) **Construction of Infrastructure & Acquisition of Right-of-Way.** District shall be solely responsible for constructing, or causing to be constructed, the Infrastructure, and for acquiring all related Easements, equipment, materials and supplies.

(b) **City Review of Plans.** The Parties hereby acknowledge that the District will deliver engineering and construction plans to the City for its review and comment, and the District and the City will discuss any comments that the City provides within Seventy-Two (72) hours after receiving the plans. However, if no comments are provided by the City within the indicated period, the City will be deemed to approve of the plans and no follow up discussion(s) will be necessary.

(c) **Periodic Project Meetings.** Throughout the design and construction of the Infrastructure, District shall hold periodic meetings regarding the design and construction of the Project. District shall provide reasonable notice to City Manager of the time and location of such meetings and City Manager and/or his designee may attend such meetings.

(d) **Design Capacity of Pipeline.** District shall ensure that the Pipeline that shall transport Water from the T-Bar Ranch to the Delivery Point meets the Design Capacity upon completion.

(i) **Amount of Water Delivered.** District shall ensure that by the Delivery Date, the Infrastructure is capable of delivering the Average Daily Amount and the Maximum Daily Amount of Water.

(ii) **Expanded Infrastructure Capacity.** District shall ensure that the Infrastructure is designed and constructed in accordance with the Expanded Infrastructure Capacity set forth in Exhibit F attached hereto. The commencement of design or construction of the Expanded Infrastructure shall be at City's sole discretion.

(e) **Delivery Point.** The Delivery Point shall be approximately at the intersection of Highway 191 and FM 1788 as further described on Exhibit B attached hereto.

(f) **ClearWater Delivery Point.** The ClearWater Delivery Point shall be at the location on the T-Bar Ranch as shown on Exhibit H.

2.4 T-Bar Ranch Easements. The City will convey to the District the T-Bar Ranch Easements for temporary and term easements over, across, and under the T-Bar Ranch as necessary for the construction and on-going operation of the Infrastructure, which term easements shall run concurrently with the term of this Agreement.

2.5 ClearWater Ranch Easements. On or before November 1, 2013, the City will convey to the District the ClearWater Ranch Easements for temporary and term easements over, across and under the ClearWater Ranch as necessary for construction and on-going operation of the ClearWater Infrastructure, which term easements shall run consecutively with the term of this Agreement.

2.6 Timing.

(a) Delivery Date.

(i) **Infrastructure Completion.** No later than the Delivery Date, District shall complete the Infrastructure and commence delivery of Water from the T-Bar Ranch to the City at the Delivery Point and delivered into the City's System.

(ii) **Extended Pipeline Completion.** No later than the Delivery Date, District shall complete the Extended Pipeline. The obligation to complete the Extended Pipeline by the Delivery Date does not extend to the other portions of Extended Infrastructure such as the elevated storage tank and chlorine injection station.

(iii) **ClearWater Infrastructure Completion.** No later than the ClearWater Delivery Date, District shall complete the ClearWater Infrastructure.

(b) Penalties for Failure to Deliver. District shall ensure provisions are included in its contract(s) with the Project Contractor that require the Project Contractor to pay penalties to the City for failure to complete the ClearWater Infrastructure by the ClearWater Delivery Date in the amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) per month of delay, pro-rated per day of delay.

(c) Incentives for Early Completion of Infrastructure. City agrees that it shall pay to the District, from lawfully available funds, bonus payments if District completes the ClearWater Infrastructure prior to the ClearWater Delivery Date, in the amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) per month of early completion, pro-rated per day of early completion. The District shall direct the Trustee to make bonus payments to the Project Contractor in accordance with the terms of the construction contracts.

2.7 Access and Examination. District shall be responsible for inspecting or managing the inspection of the construction of the Infrastructure. City has the reasonable right to access and examine the construction of the Infrastructure throughout the term of the Project, at City's sole cost and expense. If City notes any problem or discrepancy when examining such construction, City shall promptly notify the District thereof, and the District shall respond to City within Seventy-Two (72) hours of receiving such notice. Each Party shall have a reasonable right to access and examine the Infrastructure as construction progresses, and no Party shall interfere with such access or examination by any other Party or its designated representative(s) so long as such access and examination is conducted in compliance with the safety programs of the Project Contractor.

2.8 Insurance. The District shall require the contractors to procure and maintain insurance policies and coverages with regard to the Project in amounts not less than the following:

Worker's Compensation:

- (1) Worker's Compensation: Statutory
- (2) Employer's Liability: \$1,000,000

Commercial General Liability, including Premises/Operations; Explosion, Collapse and (Underground Property Damage); Products/Completed Operations; Broad Form Contractual; Independent Contractors; Broad Form Property Damage; and Personal Injury Liabilities:

- (1) Bodily Injury: \$1,000,000 Each Occurrence
\$2,000,000 Aggregate
- (2) Property Damage: \$5,000,000 Each Occurrence
\$5,000,000 Aggregate
- (3) Personal Injury: \$1,000,000 Aggregate

Comprehensive Automobile Liability, including all owned (private and others), hired and non-owned vehicles:

- (1) Bodily Injury: \$1,000,000 Each Person
\$1,000,000 Each Accident
- (2) Property Damage: \$5,000,000 Each Occurrence

With respect to the policies and coverages referenced above, the District shall ensure (i) the City is named as an additional insured under such policies (except for Worker's Compensation); (ii) a waiver of subrogation is included; and (iii) copies thereof are provided to the City prior to the commencement of construction and are kept current throughout construction activities.

2.9 Lien Waivers. District shall expressly waive and release any and all liens and lien rights against the T-Bar Ranch as described on Exhibit A attached hereto and that are related to the T-Bar Ranch Easements and the ClearWater Ranch as described on Exhibit G attached hereto and that are related to the ClearWater Ranch Easements. Further, District shall require all of its contractors and subcontractors to execute specific releases and/or waivers of liens and lien rights against the T-Bar Ranch and for the ClearWater Ranch. In the event that liens are filed by anyone in relation to the labor and/or material being furnished in conjunction with the Project, District agrees to require the same to be discharged, by posting a bond with the appropriate authorities, or otherwise, within five (5) days of notice.

2.10 Payment of Project Costs and Performance/Payment Bonds.

(a) **Payment of Project Costs.** District shall pay all Project Costs, and shall issue any debt necessary to fund such Project Costs; provided, however, all Project Costs, including all costs associated with District Debt, all Operation and Maintenance Expenses and all other payments or deposits required to be made by the City under the Trust Indenture pursuant to

which District Debt is issued and secured, shall be payable solely from payments of the City to the District pursuant to this Agreement.

(b) **Performance Bond and Payment Bond.** The District shall ensure that each Project Contractor furnishes a Performance Bond and a Payment Bond, each in the full amount of the Project Costs, and each naming the City as co-obligee.

2.11 Acceptance.

(a) **Certification of Completion.** Within thirty (30) days after completion of construction and prior to final payment to the engineers for the T-Bar Infrastructure, the Extended Infrastructure or ClearWater Infrastructure, District will cause the Project engineers to provide to each Party a concurrence letter from the Project engineers certifying that the construction of such part has been completed in accordance with the approved plans, specifications and change orders, that such part has been tested and approved for use in accordance with the approved contract documents, and that such part is properly located within easements or public rights-of-way, as specified in the Project plans.

(b) **Record Drawings.** Within sixty (60) days after substantial completion of construction of the T-Bar Infrastructure, Extended Infrastructure and ClearWater Infrastructure, District will cause the Project engineers to provide to each Party a copy of half-size drawings and the final "record" drawings of the completed system and facilities in an electronic format requested by such Party. Each Party shall be responsible for payment of any costs associated with obtaining such copies.

2.12 Warranties. District shall require that the Project Contractor repair, replace, or otherwise remedy as may be provided in any applicable warranty all warranted defects in materials, equipment or workmanship appearing and known to District within one (1) year from the date of acceptance of the Infrastructure.

2.13 Dispute or Litigation. In the event of any dispute between any contractors and District relating to the Project, or in the event of any claim by or against any third person arising out of or relating to the Project and/or the operation of the Infrastructure, the Parties agree as follows:

(a) District will provide written notice of the details of such dispute or litigation to City as soon as reasonably practicable, and shall continue to provide timely status reports to City as such dispute or litigation progresses; and

(b) District will not initiate litigation for any matter that pertains to the Infrastructure or that may impact the Delivery Date without first taking reasonable steps to acquire the written consent of City.

2.14 Local Office of District and Emergency Response. Throughout the construction of the Project and throughout the Term of this Agreement, District shall maintain a local office in Midland, Texas. District shall provide direct contact information to City such that City is able to reach a District representative twenty-four (24) hours per day, seven (7) days per week in case of emergency. If there shall be a break in a water line or a material malfunction in the Infrastructure, District shall respond and begin remediation and/or repairs immediately and in no case more than two (2) hours after notification if in any way reasonably practicable.

ARTICLE III.
EXTENDED INFRASTRUCTURE

3.1 Construction of Extended Infrastructure. The Extended Infrastructure as described in **Exhibit C** attached hereto shall be acquired, designed, constructed, installed, financed, and owned under the same terms and conditions as more particularly described in Article II above. Notwithstanding the foregoing, (a) the completion of the Extended Infrastructure shall be excepted from the timing requirements of the Delivery Date (except as to the Extended Pipeline which shall be completed according to the provisions of Section 2.5); and (b) the Extended Infrastructure shall be operated and maintained by City in accordance with the provisions of Section 3.3 herein.

3.2 Completion of Extended Infrastructure. The Extended Infrastructure shall be completed no later than December 31, 2013. The Extended Pipeline shall be completed according to the provision of Section 2.5.

3.3 Operation and Maintenance of Extended Infrastructure. After completion of construction of the Extended Infrastructure by the District, the City shall solely operate and maintain the Extended Infrastructure under the terms and conditions of a Lease and Operating Agreement in a form substantially similar to that as attached hereto as **Exhibit F**, which shall be executed upon completion of the construction of the Extended Infrastructure.

ARTICLE III-A
CLEARWATER INFRASTRUCTURE

3A.1 Construction of ClearWater Infrastructure. The ClearWater Infrastructure as described in **Exhibit I** attached hereto shall be acquired, designed, constructed, installed, financed, and owned under the same terms and conditions as more particularly described in Article II above.

3A.2 Completion of ClearWater Infrastructure. The ClearWater Infrastructure shall be completed not later than July 31, 2014.

3A.3 Operation and Maintenance of ClearWater Infrastructure. After completion of construction of the ClearWater Infrastructure by the District, the District shall solely operate and maintain the ClearWater Infrastructure.

ARTICLE IV.
DELIVERY CHARGES; WHOLESALE WATER DELIVERY RATE

4.1 Minimum Monthly Charge. On the first day of each month set forth below, the City shall be unconditionally obligated to pay a minimum monthly charge to the District for service hereunder based upon the minimum amount of Water set forth below and the Rate in effect during the prior month, regardless of the amount of Water actually delivered to the City during the prior month and regardless of whether any Water was actually delivered to the City during the prior month:

(a) the minimum monthly charge the City shall be unconditionally obligated to pay to the District on the first day of each month commencing August 1, 2013 and ending September 1, 2029 (both inclusive) shall be calculated based upon a minimum of 300 million gallons of Water times the Rate in effect during the prior month; and

(b) the minimum monthly charge the City shall be unconditionally obligated to pay to the District on the first day of each month commencing October 1, 2029 through the remaining Term shall be calculated based upon a minimum of 840 million gallons of Water times the Rate in effect during the prior month.

4.2 Wholesale Water Delivery Rate. The Rate to be paid to District by City shall be sufficient to produce minimum monthly payments (calculated pursuant to Section 4.1 above) that cover all the Project Costs and shall exclude any rate of return or other form of profit for the District. Based upon the Project criteria set forth in the City's Request for Proposal regarding the Project, the Parties acknowledge that such rate should not exceed Two and 78/100 Dollars (\$2.78) per one thousand (1,000) gallons and should be maintained without increase up to and until September 30, 2016. Upon closing on any District Debt, an initial Rate shall be established sufficient to cover all annual Project Costs.

4.3 Rate Adjustments. Beginning October 1, 2016, the portion of the Rate associated with District Debt will be adjusted annually to fully cover the annual Project Costs, including the debt service requirements of the District Debt, and the portion of the Rate associated with the Operation and Maintenance Expenses shall be adjusted by:

(a) the lesser of (i) an adjustment based on the Consumer Price Index – All Urban Consumers (CPI-U, Dallas-Fort Worth, TX, 1982-1984=100) published by the Bureau of Labor Statistics of the U. S. Department of Labor (or if such index shall cease to be published, then a regularly published index derived by using the same or substantially the same data and methodologies) for the preceding year; or (ii) five percent (5%) increase; or

(b) Subject to making provision for the payment of all annual Project Costs, the City may adjust the Rate at its sole discretion.

4.4 Payment Obligation. Notwithstanding any limitation imposed by Section 4.2 or any other provision of this Agreement, the City unconditionally agrees to pay amounts which shall be received by the District at such times and in such amounts as shall be necessary to pay all Project Costs, including costs associated with District Debt and Operations and Maintenance Expenses as such costs arise and become due, and notwithstanding any default by the District or any Force Majeure.

4.1 Excess Charge. Within thirty (30) days from the expiration of each City's Fiscal Year, the District shall make an accounting of total Water delivered to the City at the Delivery Point. In the event that the amount of Water actually delivered to the City at the Delivery Point during any such City's Fiscal Year exceeds the minimum monthly quantity as set forth in Section 4.1(a) or 4.1(b) above multiplied by twelve (12) months, the City shall pay the District for the excess amount of Water so delivered at the Rate in effect during such previous City's Fiscal Year. Payment for excess Water shall be paid within thirty (30) days of receipt by City of invoice for such excess Water.

ARTICLE V.

BILLING AND PAYMENT

5.1 Payment Generally. For the purposes of this Agreement, City shall be billed for all the Water delivered to the Delivery Point as recorded by the Master Meter. Payments for all charges arising under this Agreement shall be due and payable to the Trustee at the address as shown in Section 12.18 of this Agreement or at such other address as the Trustee shall specify in writing to the City and the District. All payments made by City under this Agreement shall constitute reasonable and necessary operating expenses of the City's water utility system, as provided in Section 791.026 and Chapter 1502, Texas Government Code.

5.2 Billing Generally. For purposes of billing for excess Water actually delivered to the City as described in Section 4.5 hereof, District shall read the Master Meter on or about the last Business Day of each month (or more frequently if necessary as determined by District) and shall report the total quantity of Water taken for that month to City on or before the tenth (10th) day of the next calendar month.

5.3 Invoicing. District shall render to City at the address shown in Section 12.18 herein (or such other place as designated by City), on or before the tenth (10th) day of each calendar month, an itemized statement (each statement, an invoice), showing the minimum monthly charge (calculated pursuant to Section 4.1 above) and any other charges and fees incurred by District and payable by City hereunder on the first day of the following month in accordance with this Agreement. There shall be no penalties charged by District for any late payments made by City; provided, that the foregoing does not in any way relieve the City of its unconditional payment obligations under this Agreement.

5.4 Disputes. If City at any time disputes the amount to be paid to District, City shall nevertheless timely make the disputed payment or payments, but if it is subsequently determined by agreement or court decision that the disputed amount paid by City should have been less, or more, District shall promptly revise the next invoice amount in a manner that City or District will recover such amount due.

5.5 Annual Budget. Not less than ninety (90) days before the commencement of each District's Fiscal Year while this Agreement is in effect, the District shall prepare and provide to City an Annual Budget itemizing the expected costs of the District for the following calendar year.

5.6 Annual Audit. Not later than one hundred eighty (180) days after the end of the District's Fiscal Year, District shall prepare an audit showing the actual total Operation and Maintenance Expenses and service on District Debt incurred by the District for the prior year against the total amount collected from the City for that year. City shall have the right upon written notice to District to review District documentation used in preparation of the Annual Audit. If the Annual Audit shows that the City paid more than the prior year's actual expenses, that amount shall be credited against the City's next bill(s) until fully credited or transferred to the System Fund as defined in the Trust Indenture. If the Annual Audit shows that the City underpaid the prior year's actual expenses, City shall remit payment to District for such amount within sixty (60) days of receipt and confirmation of such amount.

ARTICLE VI.
ISSUANCE OF DEBT/FLOW OF FUNDS

6.1 Trustee. A Trustee shall be appointed by the District for the issuance of the District Debt and to serve as a depository for all payments from the City to the District under this Agreement. A Trustee shall be in place for as long as this Agreement is in effect.

6.2 Contract Revenue Obligations. The District Debt issued by the District shall be contract revenue obligations payable solely from and secured solely by payments from the City to the District pursuant to this Agreement and the City is obligated to make such payments as long as the District Debt is outstanding. The District Debt shall be issued pursuant to the Trust Indenture between the Trustee and the District. The City acknowledges that any District Debt issued shall be sold and rated based on the unconditional obligation of the City to make payments under this Agreement sufficient to pay the debt service on the District's Debt and to cover all other Project Costs as the same arise and come due.

6.3 Flow of Funds.

The Trustee shall apply payments from the City pursuant to this Agreement on the date such payments are received in the amounts and in the order specified in the Trust Indenture. Such payments shall be used for the purposes identified in the Trust Indenture.

6.4 Continuing Disclosure Agreement/Offering Documents. The City hereby agrees to enter into one or more continuing disclosure agreement for District Debt in the form required by bond market standards and to provide annual and periodic information updates in accordance with any continuing disclosure agreement entered into for District Debt. The City agrees to assist in the preparation of any offering document prepared for District Debt.

ARTICLE VII.
METERING FACILITIES

7.1 Master Meter. As a part of the Infrastructure, District shall furnish, install, test, operate, and maintain at the Delivery Point the necessary Water tap and Master Meter for properly measuring and recording the quantity of Water taken by City at the Delivery Point and the rate at which it is taken. The measuring and recording devices and appurtenances shall be sufficient to prevent City from taking Water at a rate greater than the Maximum Delivery Rate. All maintenance and/or repairs to the Master Meter shall be made by the District or a contractor on behalf of the District, at District's sole expense. District shall provide repairs to the Master Meter in a prompt and timely manner. If District cannot make such repairs in a timely manner, then City shall have the option of making such repairs, and District shall pay City for all costs of such repairs, which shall be deducted from the subsequent invoice sent by District to City for the prior months' cost of Water.

7.2 City Access to Meter. The properly authorized officers, agents and representatives of City shall have access to the Master Meter, other metering equipment, and all other facilities of District associated with this Agreement during regular business hours when accompanied by District's licensed operator; provided, however, that if District does not provide

a licensed operator within forty-eight (48) hours of receiving a request from City for access, then City shall have access to the Master Meter, other metering equipment, and all other facilities of District associated with this Agreement during regular business hours without a licensed operator of District. All facilities required for City to take Water under this Agreement, including but not limited to the Master Meter, shall be appropriately marked and lighted in the interest of the safety of City's officers, agents, and representatives.

7.3 Meter Testing. District shall test the Master Meter for accuracy once each twelve (12) month period, with such periods commencing on the Effective Date and each anniversary of the Effective Date thereafter, and shall promptly provide written copies of results of such tests to City. In the event that the percentage of accuracy of such metering equipment is found to be within the tolerance of five percent (5%), such meter shall be deemed to have correctly measured the quantity of Water taken under this Agreement. District shall give City five (5) days' notice of its intent to test metering equipment and City shall have the right to be present when such testing is conducted. If, however, upon any test (by District or City) of the percentage of accuracy tolerance, such tolerance is found to be in excess of five percent (5%), then such meter shall be adjusted at once to register correctly and accurately, and the amount paid by City to District for the three (3) month period immediately preceding such test shall be adjusted in accordance with the percentage of inaccuracies found by such test. District shall afford City at least five (5) days' notice of its intent to make any adjustment to the Master Meter such that City is afforded the opportunity to observe any adjustments that are made to the Master Meter in case any adjustments shall be necessary; provided, either Party can waive such right to observe such adjustments. Notwithstanding the foregoing, City shall have the right to independently test the accuracy of the Master Meter at any time upon forty-eight (48) hours prior written notice to District.

7.4 Meter Malfunction. In the event such metering equipment is out of service or out of repair and the amount of Water taken cannot be ascertained or computed by reading the Master Meter, the amount of Water taken during this period shall be estimated by District based upon the amount of Water sold in the corresponding period in the year immediately prior to such failure, and adjusted for current conditions at the Parties' mutual agreement.

ARTICLE VIII.

OWNERSHIP AND OPERATION OF INFRASTRUCTURE

8.1 Ownership Interests in Water. The Parties hereby acknowledge that the ownership of and title to the Water is and shall remain vested in the City, even after it is produced and transported by the District from the T-Bar Ranch and the ClearWater Ranch to the City at the Delivery Point.

8.2 Ownership Interests in Infrastructure. Parties hereby acknowledge that the District shall own the entire Infrastructure.

8.3 Delivery of Water. At all times upon completion of the Infrastructure, District shall deliver Water to the City at the Delivery Point at least at the Minimum PSI and between the Minimum Delivery Amount and Maximum Delivery Amount.

8.4 Infrastructure Operation and Maintenance. Subject to the provisions of Section 3.2, the District shall be responsible for the on-going operation, maintenance, and repair of the Infrastructure after it is put into service. District shall manage, operate, and maintain the Infrastructure in accordance with accepted good business and engineering practices and in accordance with current and future requirements of federal and state law, including without limitation the Texas Water Code, and any current and future rules and regulations issued and to be issued by appropriate agencies in the administration of such laws.

8.5 Electricity. At City's option, City may contract with an electric utility provider for the electric needs of the Project, Infrastructure. If City so elects, City shall pay directly to such electric provider all charges that become due and payable, with such amounts paid by the City to be billed to the District for payment to the City, after which such amount shall be included in the calculation of Operations and Maintenance Expenses.

8.6 Purchase Option. At any time prior to the defeasance of all District Debt, the City shall have the right to pay the District an amount sufficient to fund a defeasance escrow for all then-outstanding District Debt and either (i) receive ownership of the Infrastructure and terminate this Agreement; or (ii) revoke and rescind the T-Bar Ranch Easements and the ClearWater Easements and direct the District to cease pumping groundwater from the T-Bar Ranch and ClearWater Ranch and terminate this Agreement. Upon either (i) or (ii) above, the District will covenant with holders of District Debt that amounts received from the City will be used to establish a defeasance escrow to defease all then outstanding District Debt. Upon City's payment of all amounts due and owing hereunder, District shall transfer and convey to City all right, title and ownership of the Infrastructure, including any Easements, wells, pipes, other equipment, data, reports and records.

8.7 Prohibition on Sale. The District shall not sell the Infrastructure, Extended Infrastructure, Expanded Infrastructure or ClearWater Infrastructure without the prior written consent of the City, which consent shall be at the sole discretion of City.

ARTICLE IX.

DISTRICT BOARD MEETINGS

Upon the Effective Date of this Agreement, City may designate three (3) individuals to whom the District shall directly provide copies of all public notices of all meetings of the District's board of supervisors and copies of all publicly available reports from such meetings, and such individuals shall be permitted to attend all such meetings. City shall have sole discretion in the selection of each of the three (3) referenced individuals whom shall have no policy making nor voting rights. District shall post notice of all of its meetings on the City's bulletin boards in addition to any other postings it may make.

ARTICLE X.
REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties of City. As of the Effective Date, City represents and warrants to District that:

(a) City is a home-rule city organized and in good standing under the laws of the State of Texas, is authorized to conduct business in Texas, and has all requisite power and authority to enter into and to perform its obligations hereunder, and to carry out the terms hereof and the transactions contemplated hereby.

(b) When this Agreement has been duly executed and delivered on behalf of City, it shall constitute the legal, valid and binding obligation of City, enforceable against City in accordance with its terms except as the enforceability thereof may be limited by applicable law.

10.2 Representations and Warranties of District. As of the Effective Date and throughout the Term of this Agreement, District represents and warrants to the City that:

(a) District is a fresh water supply district formed under Chapter 53 of the Texas Water Code and the provisions of Article XVI, Section 59 of the Texas Constitution and is in good standing under the laws of the State of Texas, is authorized to conduct business in Texas, and has all requisite power and authority to enter into and to perform its obligations hereunder, and to carry out the terms hereof and the transaction contemplated hereby.

(b) When this Agreement has been duly executed and delivered on behalf of District, it shall constitute the legal, valid and binding obligation of District, enforceable against District in accordance with its terms except as the enforceability thereof may be limited by applicable law.

(c) District shall use its best efforts to maintain careful inspection of its Infrastructure, and shall construct adequate Infrastructure sufficient to meet any Requirement of Law.

(d) District shall exercise diligence and care in the maintenance of its Water lines, Water mains and distribution facilities.

(e) District shall comply with any Requirement of Law and all applicable rules and regulations of the Texas Department of Health, TCEQ, and any other agency or department that has jurisdiction over the installation or operation of the Infrastructure. The District shall secure all necessary authorizations from any Governmental Authority as required to install or operate the Infrastructure.

(f) District shall notify City as promptly as possible of all emergency and other conditions of which it becomes aware which may directly or indirectly affect the quality of the Water delivered through the Infrastructure by District and shall provide City a copy upon receipt, of all notices received from state or federal agencies or departments having jurisdiction over the Infrastructure.

ARTICLE XI.

FORCE MAJEURE

11.1 Notice of Force Majeure. The Affected Party shall give prompt notice to the other Party of any event or circumstance of Force Majeure as soon as reasonably practicable after becoming aware of such event or circumstance. Each notice served by an Affected Party to the other Party pursuant to this Section 11.1 shall specify the event or circumstance of Force Majeure in respect of which the Affected Party is claiming relief. Noncompliance by the Affected Party with the procedure specified in this Section 11.1 shall relieve the other Party from accepting the Affected Party's claim of Force Majeure until the Affected Party so complies, and the Affected Party shall not be excused from performance of any obligation under this Agreement until it so complies.

11.2 Obligations During Pendency of Force Majeure. The Affected Party shall, by reason of any event or circumstance of Force Majeure in respect of which it has claimed relief under this Article 11:

(a) use its best efforts to mitigate the effects of such Force Majeure and to remedy any inability to perform its obligations hereunder due to such event or circumstance as promptly as reasonably practicable;

(b) furnish weekly reports to the other Party regarding the progress in overcoming the adverse effects of such event or circumstance of Force Majeure; and

(c) resume the performance of its obligations under this Agreement as soon as is reasonably practicable after the event or circumstance of Force Majeure is remedied or such event or circumstance, or the effect thereof on the Affected Party, ceases to exist.

11.3 Resumption of Performance. When the Affected Party is able, or would have been able if it had complied with its obligations under this Article 11, to resume the performance of any or all of its obligations under this Agreement affected by the occurrence of an event or circumstance of Force Majeure, then the period of Force Majeure relating to such event or circumstance shall be deemed to have ended.

11.4 Relief from Obligation of Performance. Except as provided in Section 11.2 of this Agreement, provided it has complied with its obligations under Article 11, the Affected Party shall be relieved from any liability for the non-performance of its obligations under this Agreement where and to the extent that such non-performance is attributable directly to the event or circumstance of Force Majeure asserted.

11.5 Relief From Obligation of Counterperformance. Except as provided in Section 11.2 of this Agreement, the non-Affected Party shall not be required to perform or resume performance of its obligations to the Affected Party corresponding to the obligations of the Affected Party excused by reason of Force Majeure.

11.6 Limitations on Force Majeure

(a) **Scope and Duration.** No event or circumstance of Force Majeure shall relieve the Affected Party of any obligation that accrued prior to the commencement of such event or circumstance of Force Majeure.

(b) **No Extension of Term.** Except as agreed by the Parties, no suspension, delay or failure of performance caused by a Force Majeure event shall extend this Agreement beyond the Term.

(c) **No Intentional Events of Force Majeure.** At no time may either Party establish any law, rule, or regulations which would place that either Party in breach of this Agreement nor permit such Party to claim any events of Force Majeure under this Agreement.

(d) **Continuing Responsibility to Make Payments.** Regardless of the occurrence or continuation of an event or circumstance of Force Majeure, City shall not be relieved of its responsibility to make payments as required under this Agreement.

ARTICLE XII. MISCELLANEOUS

12.1 Restrictions on Delivery of Water to City. Throughout the Term of this Agreement, the City may not obtain the services being provided by the District regarding the development and delivery of groundwater from the T-Bar Ranch from any other entity, however this in no way limits the rights of the City to secure a separate water supply from any other third party or source. The City expressly retains its absolute right to secure water from any other sources outside the T-Bar Ranch and/or ClearWater Ranch.

12.2 City Back-Stop. In the event that the District is unable to secure financing for the ClearWater Infrastructure and the ClearWater Debt has not been issued by May 1, 2014, the City shall pay the Project Costs associated with the ClearWater Infrastructure incurred prior to May 1, 2014 which shall include:

(a) One hundred percent (100%) of costs associated with acquiring Easements for the ClearWater Infrastructure, including but not limited to, surveying costs and interest incurred by the District (all ClearWater Ranch Easements will be acquired in a way that they are fully assignable to the City, and such easements, documentation and records shall be transferred and assigned to the City upon payment of such costs);

(b) One hundred percent (100%) of costs associated with ordering, purchase and/or receipt of pipe or other ClearWater Infrastructure materials and interest incurred by the District (all such pipe and other materials that has been purchased and received shall be transferred and conveyed to the City upon payment of such costs);

(c) One hundred percent (100%) of costs associated with drilling any wells on the ClearWater Ranch, including any test wells and interest incurred by the District (all such wells and any data, reports and records therefrom shall be transferred and conveyed to the City upon payment of such costs); and

(d) One hundred percent (100%) of professional fees directly related to the ClearWater Infrastructure and financing of the ClearWater Infrastructure (all construction documents shall be transferred and conveyed to the City upon payment of such costs).

All of the costs set forth in Section 12.2(a)-(d) shall not exceed \$25,000,000.00 (the "City Payment") to reimburse the District for any such expense as set forth herein.

12.3 City Back Stop Fund Source. To the extent that the revenues of the City's Water and Wastewater System are insufficient to pay the City Payment on or before May 31, 2014, the portion of the City Payment that is not paid from revenues of the City's Water and Wastewater System shall, subject to annual appropriation by the City, be payable solely from lawfully available funds of the City appropriated for the purpose of paying the City Payment. Upon City's payment of all amounts due and owing pursuant to this Section 12.2, District shall transfer and convey to City all right, title and ownership of the Infrastructure, including any Easements, wells, pipes, other equipment, data, reports and records.

12.4 Source of Payment; Pledge to Secure Payment. The City represents and covenants that all payments to be made by it under this Agreement (with the exception of payments appropriated, if any, pursuant to Section 12.2(a)) shall constitute reasonable and necessary "operating expenses," as defined in Chapter 1502, as amended, Texas Government Code, of the City's Water and Wastewater System, but only to the extent of payments in respect of District Debt and Operation and Maintenance Expenses. The City shall not be obligated to make payments under this Agreement from any source other than the gross revenues of its System. The City further represents that its governing body has determined that the services to be provided by the Project are absolutely necessary and essential to provide water to the City.

(a) The City will agree throughout the term of this Agreement to fix and collect such rates and charges for services to be supplied by its System as will produce gross revenues at all times during the term of this Agreement in an amount at least equal to (i) all of the expenses of operation and maintenance of the City's System, (ii) all other amounts as required by law and the provisions of the ordinances or resolutions authorizing the City's utility system bonds or other obligations now or hereafter outstanding payable, in whole or in part, from the net revenues of the City's utility system, including the amounts required to pay all principal of and interest on the City's utility system bonds and other obligations, and (iii) all payments due under this Agreement including payments sufficient to pay debt service on District Debt and to cover all other Project Costs as the same arise and come due.

(b) No ad valorem tax revenues of any of the City shall be pledged to the payment of any amounts to be paid by the City to the District under this Agreement, nor shall the District have the right to demand payment of any amounts to be paid by the City under this Agreement from funds raised or to be raised from ad valorem taxation. The obligations under this Agreement shall never be construed to be a debt or pecuniary obligation of the City of such kind as to require the City to levy and collect an ad valorem tax to discharge its obligations.

(c) The City acknowledges that, as of the date of this Agreement, the District's sole source of revenues to discharge its obligations to the City and to any other person shall consist of amounts received from the City pursuant to this Agreement.

12.5 Defeasance of District Debt; Excess Revenues.

(a) District shall ensure that the District Debt is issued in a way that (i) permits City at its option the ability to either defease or assume such District Debt in conjunction with the exercise of its Purchase Option in Section 8.6 above; and (ii) permits the District to escalate repayment of the debt or issue an optional call for early paydown without penalties. City shall be responsible for any costs associated with assuming such District Debt according to (i) above.

(b) All revenues received by the District from or on behalf of the City, including investment earnings, in excess of the amounts needed to fully pay the then-due Project Costs will be used for the City's benefit in accordance with directions provided by the City.

12.6 Compliance with Laws. All activities of the Parties under this Agreement shall be in compliance with all applicable Federal, State and Local rules, laws, and regulations. The Parties agree and acknowledge that time is of the essence in the completion of the obligations hereunder, and each Party shall pursue with best efforts any permits or authorizations required for performance hereunder. District shall secure all permits and authorizations necessary to construct, operate, and maintain the Infrastructure and to deliver Water to City as contemplated by this Agreement.

12.7 Agreement Regarding Remedies. The Parties agree that their respective obligations under this Agreement are unique and the failure by any Party to perform its obligations under this Agreement would not be capable of being appropriately remedied by award of damages to any other affected Party to this Agreement and in any event, such damages would be difficult, if not impossible, to determine because of the unique nature of the Parties' obligations to each other hereunder. Further, the Parties agree that the remedy of termination of this Agreement by any Party is inappropriate and not in the public interest. Therefore, the Parties agree that they shall be entitled to the remedies of specific performance, mandamus and injunction as well as any other remedy either Party may have in equity in the event of any breach of any obligation by any Party under this Agreement. The Parties hereby waive any requirement that they be required to provide any bond or other surety in order to obtain any of the agreed upon remedies. In such regard, prior to exercising any such legal remedy, if either Party believes there is a material breach of the terms or conditions of this Agreement, such Party shall give written notice to the other, at which time the receiving Party shall have fifteen (15) days in which to cure such default or provide documentation to the Party giving the notice that affirmative action has been taken to cure such breach and is being diligently pursued. In the event that during design, installation, acquisition or construction of the Infrastructure and Extended Infrastructure, such District has breached its duties under the Agreement, the notice period has expired, and District has not taken steps or diligently pursued a remedy of the breach, City shall have the full right and authority to thereafter automatically assume the contracts with the Project Contractor and otherwise pursue completion of the Infrastructure and Extended Infrastructure in whatever manner necessary. Notwithstanding the foregoing, even in the case of a breach by District, City shall comply with all applicable terms of the issuance of the District Debt and repayment of such District Debt.

12.8 Goods and Services. The Parties hereby acknowledge and agree that this Agreement is a contract for goods and services.

12.9 Authority. This Agreement is made in part under the authority conferred in Section 791.026 and Chapter 1502, Texas Government Code.

12.10 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

12.11 Assignment. The assignment of this Agreement by any Party is prohibited without the prior written consent of the other Parties. All of the respective covenants,

undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.

12.12 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

12.13 Third Party Beneficiaries. Except as expressly provided for herein, nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

12.14 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

12.15 Interpretation and Reliance. No presumption will apply in favor of either Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provisions hereof.

12.16 Relationship of Parties. This Agreement is based upon the active participation of the Parties. Neither the execution nor the delivery of this Agreement shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the Parties, except for the contractual arrangements specifically set forth in this Agreement. No Party shall have any power to assume or create any obligation on behalf of the other Party.

12.17 Amendments. Any amendment of this Agreement must be in writing and will be effective if it is signed by the authorized representatives of the Parties.

12.18 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be exclusively in Midland County, Texas, and the Parties hereby agree that Midland County is the proper venue for any such action since the place for performance of the obligations hereunder, including, but not limited to the Delivery of Water and payment by City of obligations incurred is in Midland County.

12.19 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY:

City of Midland
City Hall
300 N. Loraine
Midland, Texas 79701
Attn: Courtney Sharp
Telephone: (432) 685-7202
Facsimile: (432) 686-1600
Email: csharp@midlandtexas.gov

Midland City Attorney
300 N. Loraine
Midland, Texas 79701
Attn: Keith Stretcher
Telephone: (432) 685-7254
Facsimile: (432) 686-1643
Email: kstretcher@midlandtexas.gov

DISTRICT:

Midland County Fresh Water Supply
District No. 1
1700 West Wall Street, Suite 210
Midland, Texas 79701
Attn: Jose Cuevas, President
Telephone: (432) 697-1447
Facsimile: (432) 697-9758
Email: jcuevas@jumburrito.com

with copy to:

Stubbeman, McRae, Sealy, Laughlin &
Browder, Inc.
550 West Texas Ave. Suite 800
Midland, Texas 79701
Attn: Robert Rendall
Telephone: (432) 688-0246
Facsimile: (432) 682-4884
Email: rrendall@stubbemanlawfirm.com

TRUSTEE:

Wells Fargo Bank, N.A.
750 North St. Paul Street, Suite 1750
Dallas, Texas 75201
Facsimile: (817) 885-8650

12.20 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

12.21 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

12.22 Exhibits. The Exhibits to the Agreement are as follows:

Exhibit A	T-Bar Ranch
Exhibit B	Delivery Point
Exhibit C	Extended Infrastructure
Exhibit D	T-Bar Ranch Easement Form
Exhibit E	Expanded Infrastructure
Exhibit F	Lease and Operating Agreement
Exhibit G	ClearWater Ranch
Exhibit H	ClearWater Delivery Point
Exhibit I	ClearWater Infrastructure
Exhibit J	ClearWater Ranch Easement Form

(Signature Pages Follow)

(Signature page of City to Wholesale Water Delivery Contract)

ATTEST:

Amy M. Turner, City Secretary

CITY:

CITY OF MIDLAND, TEXAS:

By: _____
Printed Name: W. Wesley Perry
Title: Mayor
Date: _____

STATE OF TEXAS

§

COUNTY OF MIDLAND

§

§

This instrument was acknowledged before me on this _____ day of _____, 2013, by W. Wesley Perry, Mayor of the City of Midland, Texas, on behalf of said City.

Notary Public - State of Texas

Approved as to Content:

By: _____
Printed Name: Courtney B. Sharp
Title: City Manager
Date: _____

Approved as to Form:

By: _____
Printed Name: Keith Stretcher
Title: City Attorney
Date: _____

(Signature page of District to Wholesale Water Delivery Contract)

ATTEST:

DISTRICT:

**MIDLAND COUNTY FRESH WATER
SUPPLY DISTRICT NO. 1:**

By: _____

Printed Name: Jose Cuevas

Title: President

Date: _____

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this _____ day of _____, 2013, by Jose Cuevas, President of Midland County Fresh Water Supply District No. 1, on behalf of said District.

Notary Public - State of Texas

EXHIBIT A

Legal Description of T-Bar Ranch

Those certain tracts of land in Winkler County and Loving County, Texas acquired by the City by Warranty Deed on August 25, 1965 and recorded in Volume 35, Page 472, Deed Records of Winkler County, Texas and those certain groundwater rights acquired by the City by Deed recorded on June 23, 1966 and January 16, 1967 and recorded in Volume 217, Page 515 and Volume 222, Page 638, respectively, Deed Records of Winkler County, Texas and as further described as follows:

<u>Section</u>	<u>Block</u>	<u>Survey</u>	<u>Acreage</u>
7	C-23	PSL	292
10	C-23	PSL	640
11	C-23	PSL	640
12	C-23	PSL	496
13	C-23	PSL	701
14	C-23	PSL	640
17	C-23	PSL	640
18	C-23	PSL	640
19	C-23	PSL	266
20	C-23	PSL	471
21	C-23	PSL	640
22	C-23	PSL	640
23	C-23	PSL	640
24	C-23	PSL	640
25	C-23	PSL	640
26	C-23	PSL	640
27	C-23	PSL	676
1	C-24	PSL	640
2	C-24	PSL	640
3	C-24	PSL	640
4	C-24	PSL	640
5	C-24	PSL	687
6	C-24	PSL	640
7	C-24	PSL	640

12	C-24	PSL	640
17	C-24	PSL	640
18	C-24	PSL	640
8	74	PSL	640
9	74	PSL	640
10	74	PSL	640
11	74	PSL	640
27	74	PSL	640
1	75	PSL	<u>640</u>

Total Acreage	20,229
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<u>Section</u>	<u>Block</u>	<u>Survey</u>	<u>Acreage</u>
15	C-23	PSL	640
16	C-23	PSL	640
7	74	PSL	<u>640</u>

Total Acreage	1,920
---------------	-------

EXHIBIT B

Description of Delivery Point

Water is delivered to the City of Midland at the Delivery Point within the Terminal Site as described in Exhibit C.1 and C.2 located approximately 1.2 miles north and .25 miles west of the intersection of TX 191 and FM 1788 as illustrated below. The Terminal Site infrastructure includes a Master Meter to measure the quantity of Water delivered to the City as well as all valves and other appurtenances necessary to deliver the Water according to the Wholesale Water Delivery Agreement. [See Exhibit C.2 for a schematic layout of the Terminal Site]

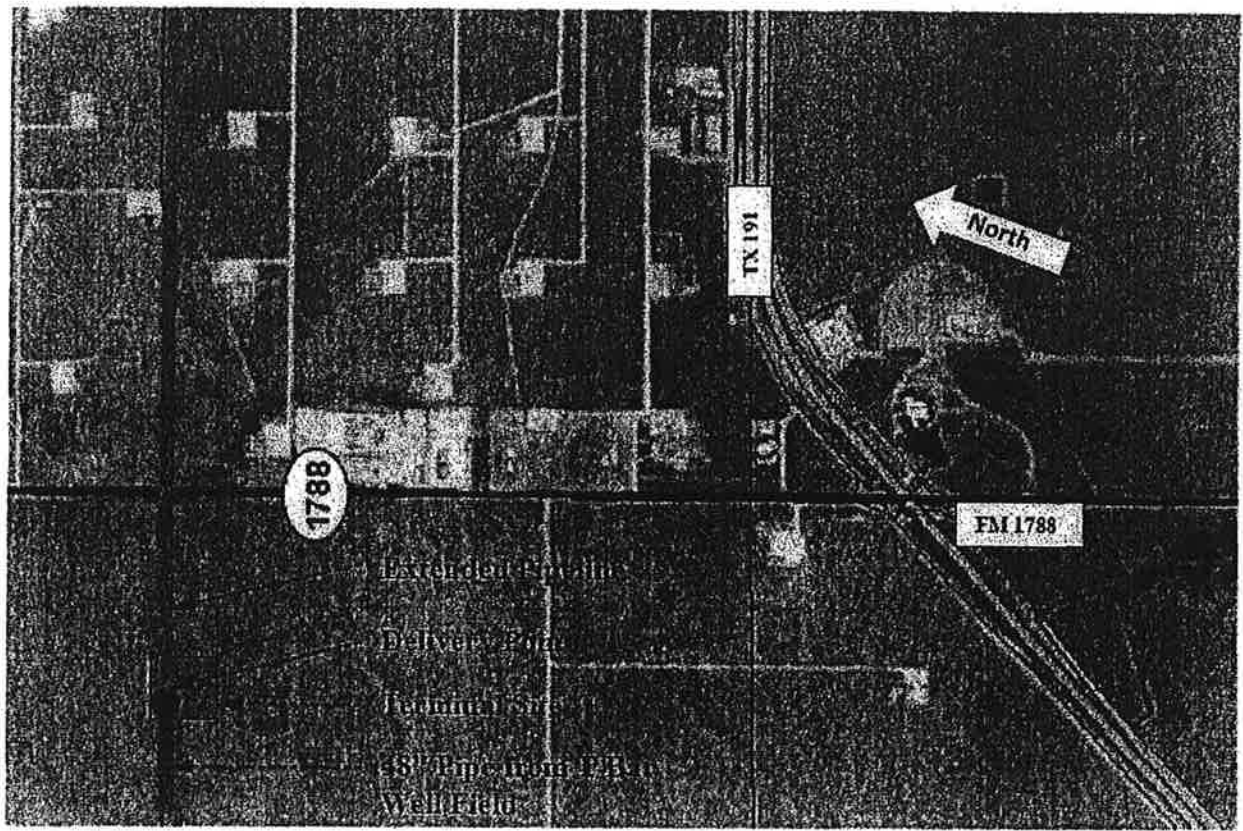


EXHIBIT C.1

Description of Extended Infrastructure

Extended Infrastructure

Infrastructure extending eastward from the T-Bar Well Field "Delivery Point" (as described in the Wholesale Water Delivery Agreement and illustrated in Exhibit B) including the Extended Pipeline, Chlorine Injection Station, Elevated Storage Tank and all associated Right-of-Way, valves and appurtenances necessary to deliver the Maximum Daily Amount of water to the City of Midland's Existing 36" Water Line at Hwy 158

16" PVC Pipe and all associated Right-of-Way, Valves and Appurtenances tying into the Extended Pipeline, the City of Midland's Existing 36" Water Line at Hwy 158 and the City of Midland's Existing Water Line at the Existing FM 1788 Pump Station near the Airport
[Blue Line]

Extended Pipeline

48" Concrete Pressure Pipe and all associated Right-of-Way, Valves and Appurtenances extending eastward from the T-Bar Well Field "Delivery Point" (as described in the Wholesale Water Delivery Agreement and illustrated in Exhibit B) and tying into the City of Midland's Existing 36" Water Line at Hwy 158

[Orange Line]

Terminal Site

[Exhibit C.2]



EXHIBIT C.2

Description of Extended Infrastructure At the Terminal Site

Water is delivered to the City of Midland at the Delivery Point within the Terminal Site located near the intersection of TX 191 and F1J 1788 [See Exhibit B]. The Extended Infrastructure at the Terminal Site includes a Chlorine Injection Station, a Two Million Gallon Elevated Storage Tank and all valves and other appurtenances necessary to deliver the Water according to the Wholesale Water Delivery Agreement.

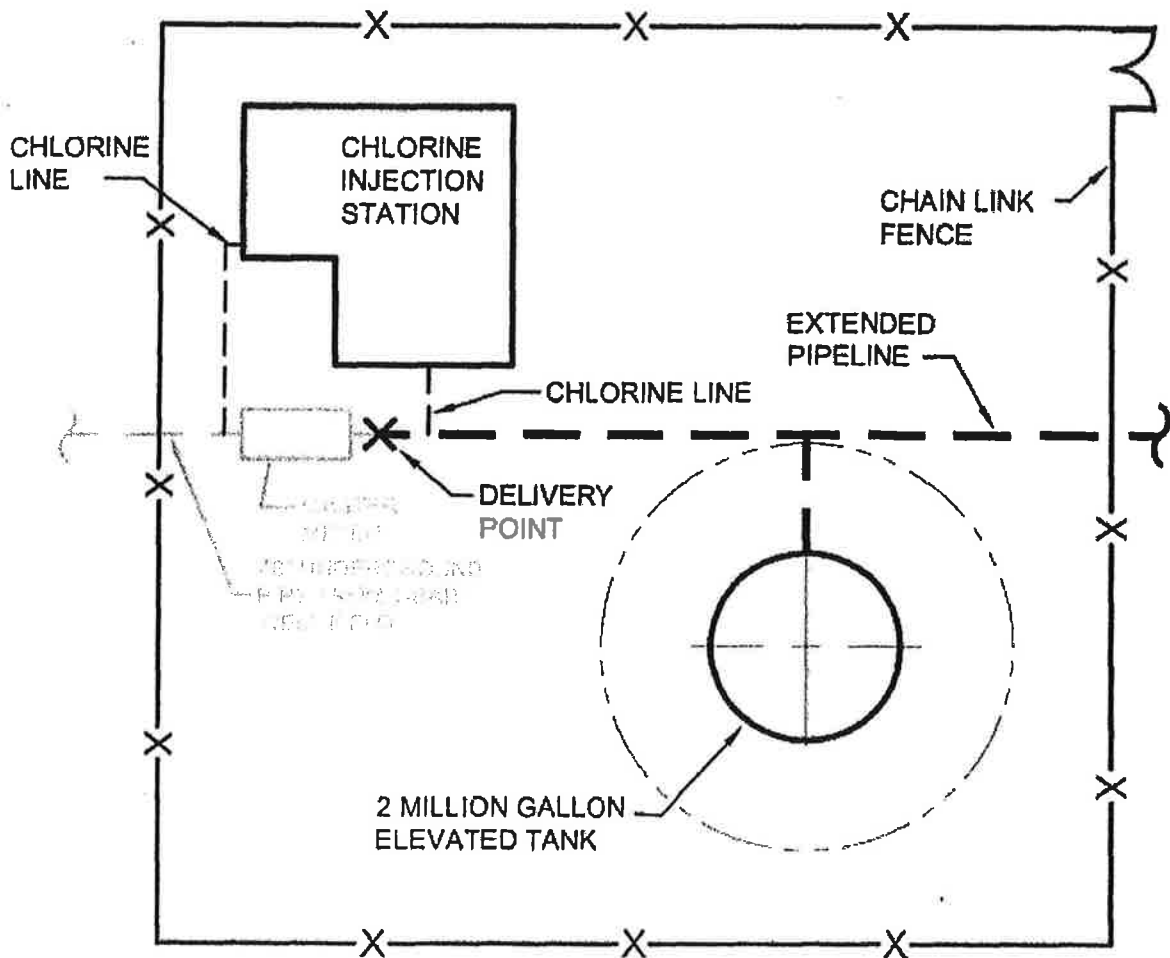


EXHIBIT D

Form of T-Bar Easement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AND TERM EASEMENT AGREEMENT

STATE OF TEXAS

§

§

COUNTIES OF

§

WINKLER AND LOVING

This **TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AND TERM EASEMENT AGREEMENT** (the "**Agreement**") is entered into between the **CITY OF MIDLAND, TEXAS**, a Texas home-rule city (which together with its successors and assigns, and the trustees, directors, officers, and employees of the City are herein referred to as the "**City**") and the **MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1**, a freshwater supply district created pursuant to Chapter 53 of the Texas Water Code and the provisions of Article XVI, Section 59 of the Texas Constitution (together with its employees, invitees, contractors and assigns referred to herein as "**District**"). City and District may be referred to herein individually as "**Party**" or collectively as "**Parties**".

RECITALS

WHEREAS, City owns approximately 22,149 acres of land in Winkler and Loving Counties, Texas, as more particularly described on Exhibit A attached hereto (the "**T-Bar Ranch**"), and the groundwater rights and groundwater associated therewith; and

WHEREAS, the Parties entered into that certain Wholesale Water Delivery Agreement (the "**Delivery Agreement**") whereby the District shall construct, install, own, operate, maintain and repair pipelines, wells, pumps and other equipment and personalty used in the production and transport of the groundwater (the "**Infrastructure**") from the T-Bar Ranch to the City; and

WHEREAS, subject to the terms and conditions set forth below, City desires to grant to District the temporary access and construction easement over and across the T-Bar Ranch for the purposes set forth herein; and

WHEREAS, subject to the terms and conditions set forth below, City desires to grant to District the term easement over and across the T-Bar Ranch for the purposes set forth herein.

D-1

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, City and District agree as follows:

ARTICLE I. TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

1.1. Grant of Temporary Access and Construction Easement. City grants to District, its agents, employees, and contractors a non-exclusive temporary access and construction easement (the “*Temporary Easement*”) over, across, and under the real property more particularly described on Exhibit B attached hereto (the “*Temporary Easement Property*”) for the purpose of performing the work necessary to construct and install the Infrastructure. Such purposes are generally described below:

- (a) To access the Infrastructure;
- (b) To design, construct, and install, or cause to be designed, constructed, and installed, the Infrastructure pursuant to the Delivery Agreement; and
- (c) To inspect or manage the inspection of construction of the Infrastructure pursuant to the Delivery Agreement.

1.2. Duration of Temporary Easement. The Temporary Access Easement hereby granted is effective commencing on the Effective Date hereof and continuing until the completion of construction and installation of the Infrastructure.

1.3. Restoration of Temporary Easement Property. Upon expiration of the Temporary Easement, District, its agents and contractors shall remove from the Temporary Easement Property all equipment, machineries, refuse, and other materials placed by District, its agents or contractors on the Temporary Easement Property and shall restore the Temporary Easement Property to its original condition, except as expressly contemplated by this Agreement.

ARTICLE II. TERM EASEMENT

2.1 Grant of Term Easement. City grants to District and its agents and employees a non-exclusive access and maintenance easement (the “*Term Easement*”) for (a) vehicular and pedestrian ingress and egress to and from; and (b) for the ongoing maintenance, removal, operation, and repair of, the Infrastructure, over, across, and under the real property more particularly described on Exhibit C attached hereto (the “*Term Easement Property*”).

2.2 Duration of Term Easement. The Term Easement hereby granted is effective commencing on the Effective Date and continuing until the earlier of (a) forty (40) years thereafter, or (b) the termination of the Delivery Agreement in accordance with the terms of the

Delivery Agreement.

ARTICLE III.
GENERAL PROVISIONS

3.1. Maintenance of Easement Properties. District shall, at District's sole expense, at all times maintain the Temporary Easement Property and the Term Easement Property (collectively, the "***Easement Properties***") in a neat and clean condition, keeping the Easement Properties free of trash and other refuse, and keeping the Easement Properties free of artificial hazardous conditions.

3.2. Insurance. District and/or its successors and assigns shall require any and all contractors accessing the Easement Properties to procure and maintain insurance policies and coverages in accordance with the terms of the Delivery Agreement. With respect to the policies and coverages referenced above, the District shall ensure (a) the City is named as an additional insured under such policies (except for Worker's Compensation); (b) a waiver of subrogation is included; and (c) copies thereof are provided to City prior to the commencement of construction and are maintained throughout construction and installation activities.

3.3. Attorneys' Fees and Expenses. Should either party be required to resort to legal action to enforce any of its rights under this Agreement, the prevailing party in any such dispute shall be entitled to reimbursement from the other party for reasonable attorneys' fees actually incurred in enforcing such rights.

3.4. Matters of Record. The Temporary Easement and Term Easement hereby granted are expressly made subject to any and all easements, covenants, rights-of-way, conditions and restrictions relating to the T-Bar Ranch to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Offices of the County Clerk of Winkler and Loving Counties, Texas, or apparent on the ground.

(Signature Pages Follow)

(Signature Page of City)

The undersigned represents that such person is authorized to enter into this Agreement and to bind the party for which such person is signing to the provisions of this Agreement.

Dated the __ day of ____, 20__ (the "*Effective Date*").

CITY:

ATTEST:

CITY OF MIDLAND, TEXAS,
a Texas home-rule city

Amy M. Turner, City Secretary

By: _____
Name: W. Wesley Perry
Title: Mayor

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20__,
by W. Wesley Perry, Mayor of the City of Midland, on behalf of such City.

Notary Public, State of Texas
Printed Name: _____
My Commission expires: _____

Approved as to Content:

By: _____
Name: Courtney B. Sharp
Title: City Manager
Date: _____

Approved as to Form:

By: _____
Name: Keith Stretcher
Title: City Attorney
Date: _____

(Signature Page of District)

The undersigned represents that such person is authorized to enter into this Agreement and to bind the party for which such person is signing to the provisions of this Agreement.

ATTEST:

DISTRICT:

**MIDLAND COUNTY FRESH WATER
SUPPLY DISTRICT NO. 1, a _____:**

By: _____

Name: Jose Cuevas

Title: President

Date: _____

STATE OF TEXAS §

 §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____
by Jose Cuevas, President of Midland County Fresh Water Supply District No. 1, on behalf of
said District.

Notary Public, State of Texas

Printed Name: _____

My Commission expires: _____

EXHIBIT A

Legal Description of T-Bar Ranch

Those certain tracts of land in Winkler County and Loving County, Texas acquired by the City by Warranty Deed on August 25, 1965 and recorded in Volume 35, Page 472, Deed Records of Winkler County, Texas and those certain groundwater rights acquired by the City by Deed recorded on June 23, 1966 and January 16, 1967 and recorded in Volume 217, Page 515 and Volume 222, Page 638, respectively, Deed Records of Winkler County, Texas and as further described as follows:

<u>Section</u>	<u>Block</u>	<u>Survey</u>	<u>Acreage</u>
7	C-23	PSL	292
10	C-23	PSL	640
11	C-23	PSL	640
12	C-23	PSL	496
13	C-23	PSL	701
14	C-23	PSL	640
17	C-23	PSL	640
18	C-23	PSL	640
19	C-23	PSL	266
20	C-23	PSL	471
21	C-23	PSL	640
22	C-23	PSL	640
23	C-23	PSL	640
24	C-23	PSL	640
25	C-23	PSL	640
26	C-23	PSL	640
27	C-23	PSL	676
1	C-24	PSL	640
2	C-24	PSL	640
3	C-24	PSL	640
4	C-24	PSL	640
5	C-24	PSL	687
6	C-24	PSL	640
7	C-24	PSL	640

12	C-24	PSL	640
17	C-24	PSL	640
18	C-24	PSL	640
8	74	PSL	640
9	74	PSL	640
10	74	PSL	640
11	74	PSL	640
27	74	PSL	640
1	75	PSL	<u>640</u>

Total Acreage	20,229
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<u>Section</u>	<u>Block</u>	<u>Survey</u>	<u>Acreage</u>
15	C-23	PSL	640
16	C-23	PSL	640
7	74	PSL	<u>640</u>

Total Acreage	1,920
---------------	-------

EXHIBIT E
Description of Expanded Infrastructure

Expanded Infrastructure

The Infrastructure is designed initially to deliver a Maximum Daily Amount of 20 Million Gallons per Day (MGD) of Water to the City. The initial Pipeline Design Capacity is 38 MGD. The Infrastructure must be expanded in order for the whole system to deliver 38 MGD. Below is a summary of the components within the system to be expanded to meet the Pipeline Design Capacity.

Terminal Site

Expansion of the Master Meter, Chlorination Station and associated valves and appurtenances required at the Terminal Site to provide Pipeline Design Capacity

Intermediate Tank Site

Expansion of the Chlorination Station and associated valves and appurtenances required at the Intermediate Tank Site to provide Pipeline Design Capacity

Intermediate Pump Station

A new pump station required along the pipeline at a location approximately 19 miles east of the HSPS at T-Bar Ranch to provide Pipeline Design Capacity

High Service Pump Station (HSPS)

Additional pumping capacity required at the HSPS at T-Bar Ranch to provide Pipeline Design Capacity

Well Field

Approximately 40 additional production wells required at T-Bar Well Field to provide Pipeline Design Capacity

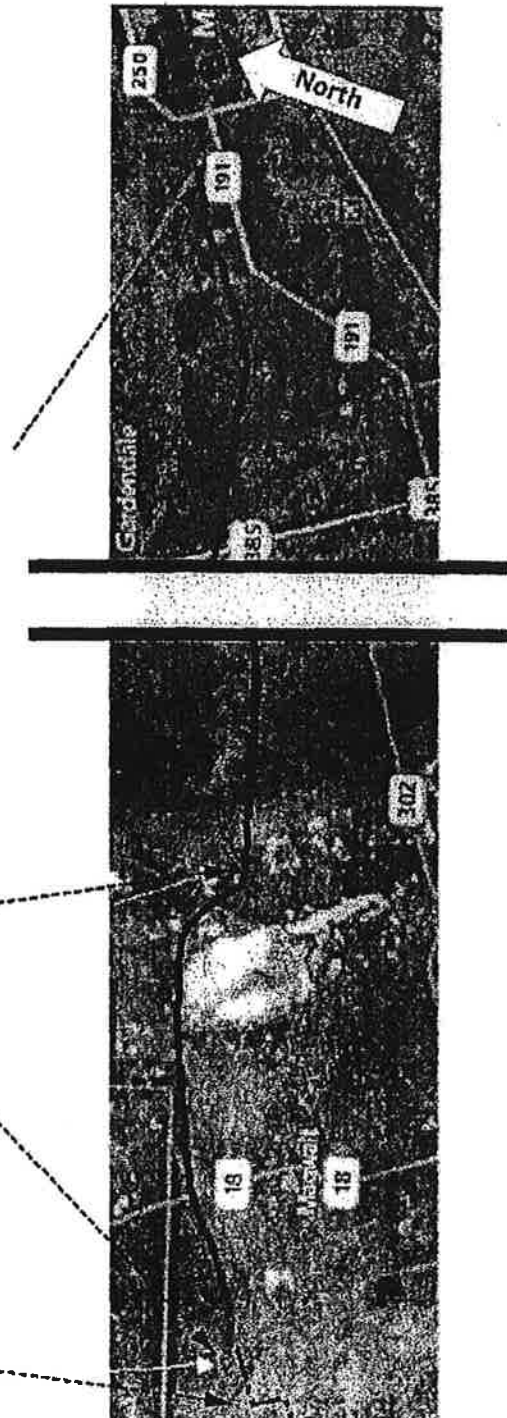


EXHIBIT F

LEASE AND OPERATING AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF MIDLAND §

THIS LEASE AND OPERATING AGREEMENT (the “*Agreement*”) is entered into this _____ day of _____, 20__ (the “*Effective Date*”) between the CITY OF MIDLAND, TEXAS, a Texas home-rule city (the “*City*”), and the MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1, a freshwater supply district created pursuant to Chapter 53 of the Texas Water Code and the provisions of Article XVI, Section 59 of the Texas Constitution (the “*District*”). In this Agreement, the City and District are sometimes individually referred to as a “*Party*” and collectively referred to as the “*Parties*”.

WHEREAS, the City and the District entered into that certain Wholesale Water Delivery Contract (the “*Contract*”) whereby the District agreed to acquire right-of-way for, design, construct, install, and finance certain infrastructure (the “*Infrastructure*”) including wells and pipelines to deliver groundwater owned by the City from beneath those certain tracts of land located in Winkler and Loving Counties (the “*T-Bar Ranch*”) to a delivery point located approximately at the intersection of Hwy 191 and FM 1788 (the “*Delivery Point*”); and

WHEREAS, further at the request of the City, the District is acquiring right-of-way, designing, constructing, installing and financing certain improvements including a pipeline, an elevated storage tank, and an injection station beyond the Delivery Point as more particularly described in Exhibit A attached hereto (the “*Extended Infrastructure*”); and

WHEREAS, upon completion of the Extended Infrastructure, the District desires to lease to City the real and personal property associated with the Extended Infrastructure, and to grant to City the rights and obligations to operate and maintain the Extended Infrastructure, and the City desires to lease from the District the real and personal property associated with the Extended Infrastructure, and to undertake the operations and maintenance of the Extended Infrastructure.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants provided for herein and those covenants contained in the Contract, the Parties agree as follows:

ARTICLE I. **LEASE**

1.1 Grant of Lease. District hereby leases to City all that certain real property and improvements located thereon in Midland County, Texas as more particularly described on Exhibit A attached hereto, together with all rights and easements necessary for the operation and maintenance of the Extended Infrastructure, including rights of ingress to and egress from the

F-1

Extended Infrastructure. District shall at no time during the Term (as defined below) restrict or prohibit City from accessing the Extended Infrastructure and performing its obligations under Article II below.

1.2 Term of Lease. This Agreement shall commence on the Effective Date and shall terminate the earlier of (i) fifty (50) years thereafter; or (ii) the date upon which the City takes ownership of the Extended Infrastructure under the terms of the Contract (the “*Term*”).

ARTICLE II. OPERATIONS AND MAINTENANCE

2.1 Operations and Maintenance of the Extended Infrastructure. Throughout the Term of this Agreement, City shall, at its own expense, be solely responsible for the maintenance, operation, repair, replacement, and inspection of the Extended Infrastructure. City shall not be obligated to upgrade the Extended Infrastructure at its expense, but only to maintain the Extended Infrastructure in the same condition as of the Effective Date. City may, at its own expense and sole discretion, install or place in or on, or attach or affix to, the Extended Infrastructure such additional equipment or accessories as may be necessary or convenient to use the Extended Infrastructure for its intended purpose, provided that such equipment or accessories do not impair the value or utility of the Extended Infrastructure.

ARTICLE III. MISCELLANEOUS

3.1 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY:

City of Midland
City Hall
300 N. Loraine
Midland, Texas 79701
Attn: Courtney Sharp
Telephone: (432) 685-7202
Facsimile: (432) 686-1600
Email: csharp@midlandtexas.gov

with copy to:

Lloyd Gosselink Rochelle & Townsend, PC
816 Congress Ave., Suite 1900
Austin, Texas 78701
Attn: Cathleen Slack
Telephone: (512) 322-5809
Facsimile: (512) 874-3909
Email: cslack@lglawfirm.com

DISTRICT:

Midland County Fresh Water Supply
District No. 1
1700 West Wall Street, Suite 210
Midland, Texas 79701
Attn: Jose Cuevas, President
Telephone: (432) 697-1447
Facsimile: (432) 697-9758
Email: jcuevas@jumburrito.com

with copy to:

Stubbeman, McRae, Sealy, Laughlin &
Browder, Inc.
Attn: Robert Rendall
550 West Texas Ave. Suite 800
Midland, Texas 79701
Telephone: (432) 682-1616
Facsimile: (432) 682-4884
Email: rrendall@stubbemanlawfirm.com

3.2 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

3.3 Severability, Waiver. Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by any party of any breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

3.4 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be exclusively in Midland County, Texas, and the Parties hereby agree that Midland County is the proper venue for any such action since the leased premises and place for performance of the obligations hereunder, including, but not limited to the operations and maintenance of the Extended Infrastructure is in Midland County.

3.5 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

(Signature Pages Follow)

(Signature page of City to Lease and Operating Agreement)

CITY:

ATTEST:

CITY OF MIDLAND, TEXAS:

Amy M. Turner, City Secretary

By: _____
Printed Name: W. Wesley Perry
Title: Mayor

Date: _____

STATE OF TEXAS

§

§

COUNTY OF MIDLAND

§

This instrument was acknowledged before me on this ____ day of _____, 2012, by W. Wesley Perry, Mayor of the City of Midland, Texas, on behalf of said City.

Notary Public - State of Texas

Approved as to Content:

By: _____
Printed Name: Courtney B. Sharp
Title: City Manager
Date: _____

Approved as to Form:

By: _____
Printed Name: Keith Stretcher
Title: City Attorney
Date: _____

F-4

(Signature page of District to Lease and Operating Agreement)

ATTEST:

DISTRICT:

**MIDLAND COUNTY FRESH WATER
SUPPLY DISTRICT NO. 1:**

By: _____

Printed Name: Jose Cuevas

Title: President

Date: _____

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this _____ day of _____, 2012, by Jose Cuevas, President of Midland County Fresh Water Supply District No. 1, on behalf of said District.

Notary Public - State of Texas

Notary Public - State of Texas

EXHIBIT A

Description of Extended Infrastructure

Extended Infrastructure

Infrastructure extending eastward from the T-Bar Well Field "Delivery Point" including the Extended Pipeline, Chlorine Injection Station, Elevated Storage Tank and all associated Right-of-Way, valves and appurtenances necessary to deliver the Maximum Daily Amount of water to the City of Midland's Existing 36" Water Line at Hwy 158

16" PVC Pipe and all associated Right-of-Way, Valves and Appurtenances tying into the Extended Pipeline, the City of Midland's Existing 36" Water Line at Hwy 158 and the City of Midland's Existing Water Line at the Existing FM 1788 Pump Station near the Airport
[Blue Line]

Extended Pipeline

48" Concrete Pressure Pipe and all associated Right-of-Way, Valves and Appurtenances extending eastward from the T-Bar Well Field "Delivery Point" and tying into the City of Midland's Existing 36" Water Line at Hwy 158

[Orange Line]

Terminal Site



Water is delivered to the City of Midland at the Delivery Point within the Terminal Site located near the intersection of TX 191 and F1J 1788. The Extended Infrastructure at the Terminal Site includes a Chlorine Injection Station, a Two Million Gallon Elevated Storage Tank and all valves and other appurtenances necessary to deliver the Water according to the Wholesale Water Delivery Agreement.

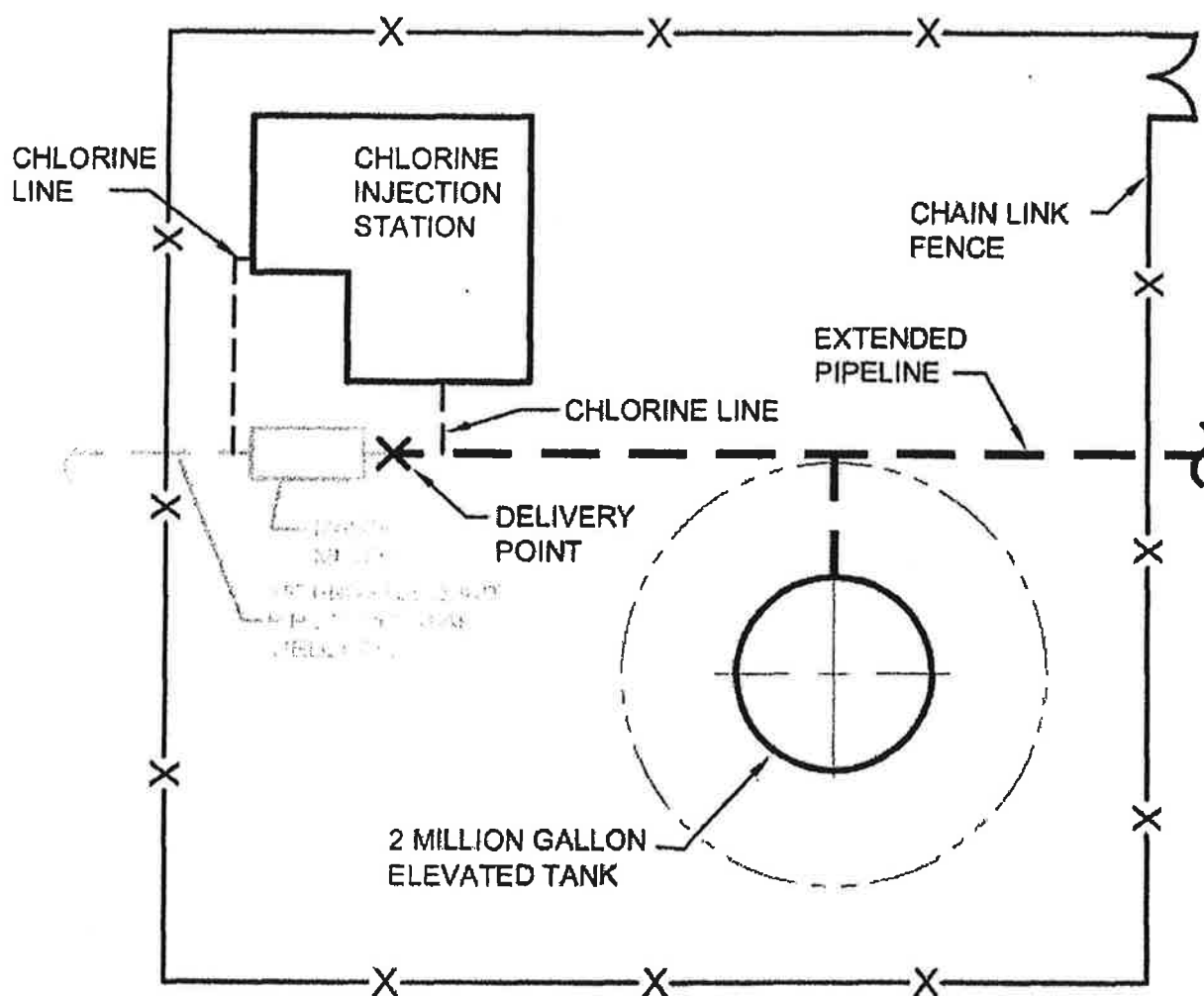


EXHIBIT G
CLEARWATER RANCH

G-1

EXHIBIT G

CLEARWATER RANCH

Property (including any improvements):

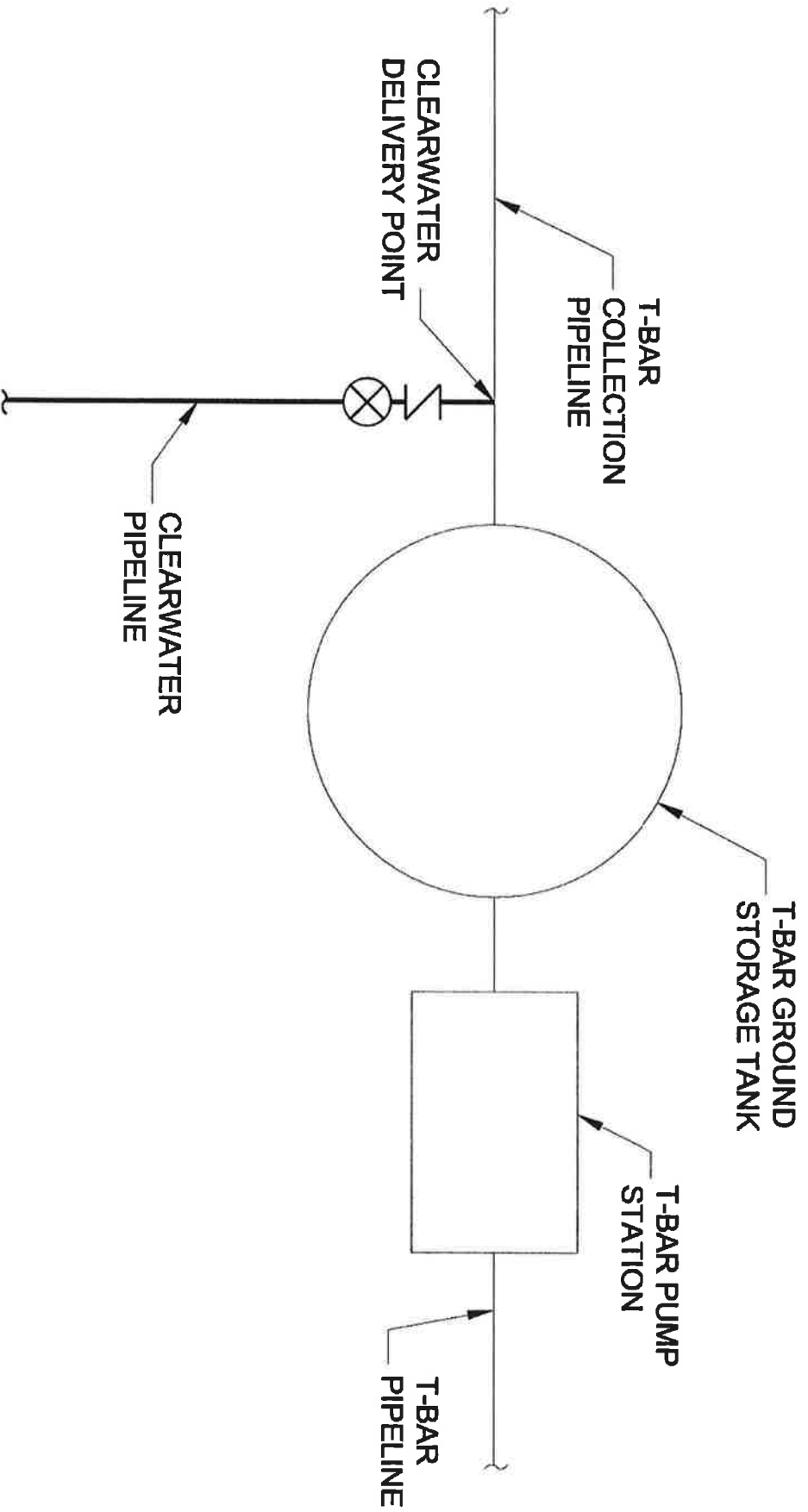
All of Sections 9, 10, 11, 12, 13, 14, 18, 23 and the West 3/8 and East 1/4 of the West half and the East half of Section 19, the North 7/8 of Section 20 and the West 3/8 of Section 22 all being in Block B-5, Public School Lands, Winkler County, Texas, and the North quarter of Section 3, Block B-11, Public School Lands, Winkler County, Texas.

EXHIBIT H

CLEARWATER DELIVERY POINT

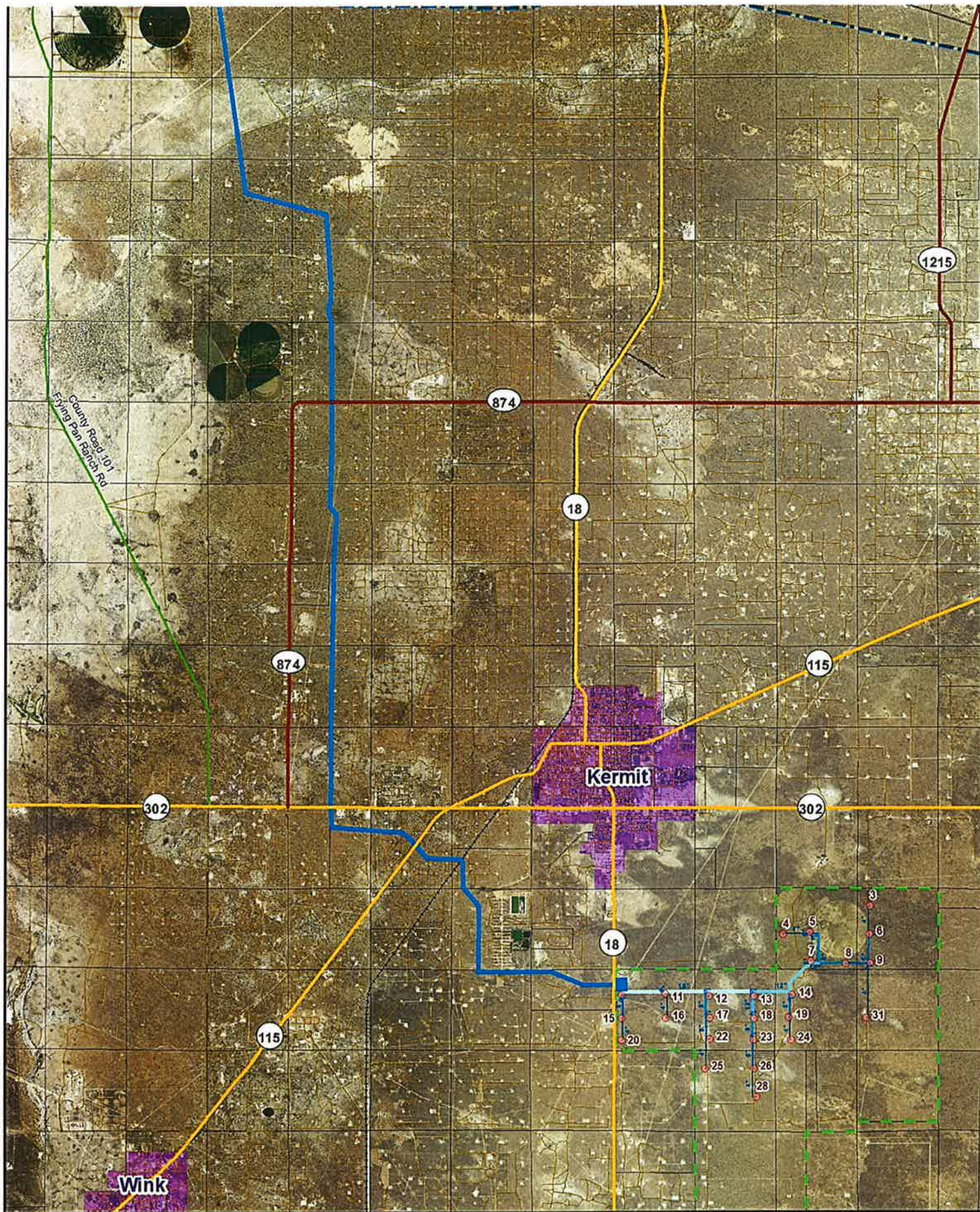
EXHIBIT H

CLEARWATER DELIVERY POINT



H-1

EXHIBIT I
CLEARWATER INFRASTRUCTURE



Legend

- State Hwy
- FM Hwy
- Local Roads
- Railroads
- Frying Pan Ranch Road
- Clearwater Ranch Boundary
- T-Bar Ranch Boundary
- Clearwater Ranch Water Pipeline
- MCFWSD1 Water Pipeline Route
- Clearwater Ranch Wells

© HILLIARD ENERGY
RATIO 1:72,000
NAD 1983 State Plane Texas Central
Clearwater Pipeline & Wellfield
Project Map.mxd
Tom Whitefield
DISCLAIMER NOTICE
This document was prepared for the use of the client.



MCFWSD1
CLEARWATER RANCH -
PIPELINE - PROJECT MAP
DRAFT - FOR REVIEW ONLY (Subject to Ch 16.58)
Winkler County, TX September 27, 2013

EXHIBIT J

Form of ClearWater Ranch Easement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AND TERM EASEMENT AGREEMENT

STATE OF TEXAS

§

§

COUNTY OF
WINKLER

§

This **TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AND TERM EASEMENT AGREEMENT** (the "**Agreement**") is entered into between the **CITY OF MIDLAND, TEXAS**, a Texas home-rule city (which together with its successors and assigns, and the trustees, directors, officers, and employees of the City are herein referred to as the "**City**") and the **MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1**, a freshwater supply district created pursuant to Chapter 53 of the Texas Water Code and the provisions of Article XVI, Section 59 of the Texas Constitution (together with its employees, invitees, contractors and assigns referred to herein as "**District**"). City and District may be referred to herein individually as "**Party**" or collectively as "**Parties**".

RECITALS

WHEREAS, City owns approximately 6,732.355 acres of land in Winkler and Loving Counties, Texas, as more particularly described on **Exhibit A** attached hereto (the "**ClearWater Ranch**"), and the groundwater rights and groundwater associated therewith; and

WHEREAS, the Parties entered into that certain Wholesale Water Delivery Agreement (the "**Delivery Agreement**") whereby the District shall construct, install, own, operate, maintain and repair pipelines, wells, pumps and other equipment and personalty used in the production and transport of the groundwater (the "**Infrastructure**") from the ClearWater Ranch to the City; and

WHEREAS, subject to the terms and conditions set forth below, City desires to grant to District the temporary access and construction easement over and across the ClearWater Ranch for the purposes set forth herein; and

WHEREAS, subject to the terms and conditions set forth below, City desires to grant to District the term easement over and across the ClearWater Ranch for the purposes set forth

herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, City and District agree as follows:

ARTICLE I. TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

1.1. Grant of Temporary Access and Construction Easement. City grants to District, its agents, employees, and contractors a non-exclusive temporary access and construction easement (the “*Temporary Easement*”) over, across, and under the real property more particularly described on Exhibit B attached hereto (the “*Temporary Easement Property*”) for the purpose of performing the work necessary to construct and install the Infrastructure. Such purposes are generally described below:

- (a) To access the Infrastructure;
- (b) To design, construct, and install, or cause to be designed, constructed, and installed, the Infrastructure pursuant to the Delivery Agreement; and
- (d) To inspect or manage the inspection of construction of the Infrastructure pursuant to the Delivery Agreement.

1.2. Duration of Temporary Easement. The Temporary Access Easement hereby granted is effective commencing on the Effective Date hereof and continuing until the completion of construction and installation of the Infrastructure.

1.3. Restoration of Temporary Easement Property. Upon expiration of the Temporary Easement, District, its agents and contractors shall remove from the Temporary Easement Property all equipment, machineries, refuse, and other materials placed by District, its agents or contractors on the Temporary Easement Property and shall restore the Temporary Easement Property to its original condition, except as expressly contemplated by this Agreement.

ARTICLE II. TERM EASEMENT

2.1 Grant of Term Easement. City grants to District and its agents and employees a non-exclusive access and maintenance easement (the “*Term Easement*”) for (a) vehicular and pedestrian ingress and egress to and from; and (b) for the ongoing maintenance, removal, operation, and repair of, the Infrastructure, over, across, and under the real property more particularly described on Exhibit C attached hereto (the “*Term Easement Property*”).

2.2 Duration of Term Easement. The Term Easement hereby granted is effective

commencing on the Effective Date and continuing until the earlier of (a) forty (40) years thereafter, or (b) the termination of the Delivery Agreement in accordance with the terms of the Delivery Agreement.

ARTICLE III. GENERAL PROVISIONS

3.1. Maintenance of Easement Properties. District shall, at District's sole expense, at all times maintain the Temporary Easement Property and the Term Easement Property (collectively, the "*Easement Properties*") in a neat and clean condition, keeping the Easement Properties free of trash and other refuse, and keeping the Easement Properties free of artificial hazardous conditions.

3.2. Insurance. District and/or its successors and assigns shall require any and all contractors accessing the Easement Properties to procure and maintain insurance policies and coverages in accordance with the terms of the Delivery Agreement. With respect to the policies and coverages referenced above, the District shall ensure (a) the City is named as an additional insured under such policies (except for Worker's Compensation); (b) a waiver of subrogation is included; and (c) copies thereof are provided to City prior to the commencement of construction and are maintained throughout construction and installation activities.

3.3. Attorneys' Fees and Expenses. Should either party be required to resort to legal action to enforce any of its rights under this Agreement, the prevailing party in any such dispute shall be entitled to reimbursement from the other party for reasonable attorneys' fees actually incurred in enforcing such rights.

3.4. Matters of Record. The Temporary Easement and Term Easement hereby granted are expressly made subject to any and all easements, covenants, rights-of-way, conditions and restrictions relating to the ClearWater Ranch to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Winkler County, Texas, or apparent on the ground.

(Signature Pages Follow)

(Signature Page of City)

The undersigned represents that such person is authorized to enter into this Agreement and to bind the party for which such person is signing to the provisions of this Agreement.

Dated the ___ day of _____, 20__ (the "*Effective Date*").

CITY:

ATTEST:

CITY OF MIDLAND, TEXAS,
a Texas home-rule city

Amy M. Turner, City Secretary

By: _____
Name: W. Wesley Perry
Title: Mayor

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20 __, by W. Wesley Perry, Mayor of the City of Midland, on behalf of such City.

Notary Public, State of Texas
Printed Name: _____
My Commission expires: _____

Approved as to Content:

By: _____
Name: Courtney B. Sharp
Title: City Manager
Date: _____

Approved as to Form:

By: _____
Name: Keith Stretcher
Title: City Attorney
Date: _____

(Signature Page of District)

The undersigned represents that such person is authorized to enter into this Agreement and to bind the party for which such person is signing to the provisions of this Agreement.

ATTEST:

DISTRICT:

**MIDLAND COUNTY FRESH WATER
SUPPLY DISTRICT NO. 1, a _____:**

By: _____

Name: Jose Cuevas

Title: President

Date: _____

STATE OF TEXAS §

 §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____
by Jose Cuevas, President of Midland County Fresh Water Supply District No. 1, on behalf of
said District.

Notary Public, State of Texas

Printed Name: _____

My Commission expires: _____



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: 10/22/2013

TO: City Council / City Manager

FROM: Jim Nichols, Assistant City Manager

SUBJECT: Consider a Resolution Extending a Deadline, Approving Agreements and Accepting the Conveyance of Property

Purpose:

Consider a resolution that approves the Agreement between the CITY OF MIDLAND, TEXAS and TEXAS 301 VENTURES, L.L.C. for the provision of parking in exchange for the Building of the Southwest, accepting conveyance of the Building of the Southwest to the City of Midland and consider extending the deadline for providing proof of financing from October 15 to November 22, 2013.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

There is no immediate financial impact to the City associated with approving the agreement and accepting the Building of the Southwest. However, there is an eventual obligation to provide parking for the proposed Fuel Hotel project (approximately 210 parking spots) and to raze the Building of the Southwest. Costs for these obligations have not yet been confirmed.

Discussion:

City staff has been working with representatives of the owners of the Building of the Southwest (BS) and the Western United Life (WUL) buildings regarding a future hotel project. The owners wish to convert the WUL into a boutique hotel, to be called Fuel Hotel. This proposed project will require parking to be a viable operation. The City is being asked to commit adequate parking for the hotel (currently estimated at 210 parking stalls) within a one-block radius of the project site. In exchange, the City is being offered the Building of the Southwest for our use and/or redevelopment.

The proposed agreement includes a number of milestones that must be met by the developer to remain in compliance with the agreed upon terms. Should any of the milestones be missed without an extension being granted by the Council, the City would maintain possession of the BS but would no longer be obligated to provide parking. In any event, the City will be required to raze the BS, whether the developer adheres to the agreement requirements or not.

As currently proposed, the developer is out of compliance with one of the previously agreed upon deadlines. He was to provide the City with proof of financing by October 15. That date has lapsed and the developer is now asking the Council to consider extending the milestone date to November 22, 2013. The next milestone of note in the agreement is project groundbreaking by November 29, 2013.

In addition to approving the agreement and considering the deadline extension, the Council is being asked to accept conveyance of the BS to the City. Upon acceptance of the building, the City will be required to demolish it and provide some degree of parking on the site (if the developer meets all of the terms of the agreement).

Staff is seeking Council's consideration of the deadline extension, agreement approval, and Building of the Southwest acceptance.

RESOLUTION NO. _____

RESOLUTION APPROVING THE EXTENSION OF TEXAS 301 VENTURES, L.L.C.'S PROVISION OF FINANCING DEADLINE; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TEXAS 301 VENTURES, L.L.C. REGARDING THE CITY OF MIDLAND'S ACCEPTANCE OF LOTS 7 AND 8, BLOCK 35, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS (COMMONLY KNOWN AS THE BUILDING OF THE SOUTHWEST AND LOCATED AT 310 WEST TEXAS AVENUE); AUTHORIZING THE ACCEPTANCE OF SAID PROPERTY; DIRECTING THE CITY MANAGER TO OBTAIN A DEED FROM THE OWNER OF SAID PROPERTY; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE AND FILE ALL DOCUMENTS NECESSARY FOR THE ACCEPTANCE OF SAID PROPERTY; AUTHORIZING PAYMENT FOR CLOSING COSTS; AND ORDERING RECORDATION

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to execute an agreement with the Texas 301 Ventures, L.L.C. regarding the terms and conditions of the City of Midland's acceptance of Lots 7 and 8, Block 35, Original Town, City and County of Midland, Texas;

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

SECTION ONE. That the City Council hereby approves the extension of Texas 301 Ventures, L.L.C.'s provision of financing deadline to not later than November 22, 2013.

SECTION TWO. That the City Manager is hereby authorized and directed to execute an agreement with Texas 301 Ventures, L.L.C. regarding the terms and conditions of the City of Midland's acceptance of Lots 7 and 8, Block 35, Original Town, City and County of Midland, Texas. A copy of said agreement is attached hereto and incorporated herein as Exhibit "A". The City Manager is hereby authorized and directed to negotiate and execute a parking lease agreement with Texas 301 Ventures, L.L.C. regarding the City of Midland's acceptance of said property.

SECTION THREE. That the City Council hereby authorizes the acceptance of the owner's dedication of Lots 7 and 8, Block 35, Original Town, City and County of Midland,

Texas, to the City of Midland.

SECTION FOUR. That the City Manager is hereby authorized and directed to obtain a deed from the owner which dedicates said property to the City of Midland.

SECTION FIVE. That the City Manager is hereby authorized and directed to negotiate, execute and file all documents necessary for the City of Midland's acceptance of said property.

SECTION SIX. That the City Treasurer is hereby authorized and directed to pay all closing costs related to said dedication from funds available in the Fiscal Year 2012-2013 General Fund (001) Nondepartmental (150) Nondepartmental (0150) Miscellaneous (6990) budget upon receipt of proper invoice or statement therefor executed by the City Manager.

SECTION SEVEN. That the City Secretary is hereby authorized and directed to file the deed for said property in the Deed Records of Midland County, Texas.

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

James R. Nichols, Assistant City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

**AGREEMENT BETWEEN
THE CITY OF MIDLAND, TEXAS AND TEXAS 301 VENTURES, L.L.C**

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This Agreement is made this the ____ day of _____ 2013, but effective as of July 12, 2013, by and between the City of Midland, a Home Rule Municipal Corporation of the State of Texas, hereinafter called “City”, acting herein by and through its City Manager and Mahendra Patel, Managing Member of Texas 301 Ventures, L.L.C. and or Assigns hereinafter called “Developer.”

WHEREAS, The City in an effort to revitalize downtown Midland, has undertaken steps to create an environment for business investment in this area;

WHEREAS, Developer wishes to invest in the Midland downtown area and has approached the City for assistance in obtaining parking for a project known as the “Fuel Hotel” which would raze one dilapidated building and rehabilitate another of the dilapidated buildings in the downtown district;

WHEREAS, Since the Fuel Hotel Project has the potential to revitalize downtown Midland, the City has agreed to the provision of parking for the project;

NOW, THEREFORE, in consideration of the premises and of the terms, provisions and mutual covenants and promises herein contained, it is mutually agreed by and between both City and Developer as follows:

SECTION 1. DEVELOPER’S RESPONSIBILITIES AND OBLIGATIONS

A. The Fuel Hotel will be developed to include the following amenities:

1. Room amenities
 - Each room to have a separate sitting room
 - 42” LCD cable television
 - Free Wi-Fi
 - Rain-shower heads
 - Archive bath products
 - Wood-panel floors and shutters
 - Coffee maker
 - Iron and ironing board
 - Hair dryer

- Full size kitchen with full size fridge and dishwasher
- King and queen size pillow top beds

2. Hotel amenities

- 142-room all-suite hotel
- Room sizes varying from 500 square feet to 800 square feet
- Lounge and exercise room on every floor
- Bar and lounge with specialty drinks and ice cold beer selections in lobby
- Café and full-service restaurant
- Luxurious spa
- 24-hour fitness center
- 24-hour business center (fax/copy/print)
- 24-hour concierge accommodations and local recommendations
- Valet or self-parking garage

- B. The property known as the “Building of the Southwest” and associated land (304 W. Texas Ave, Midland) will be deeded to the City by July 12, 2013 with the specific intention that such property will be razed by the City.
- C. The Fuel Hotel project will secure all required permits by October 3, 2013.
- D. Evidence of adequate financial backing of the individual or entity building the Fuel Hotel must be provided to City by November 22, 2013. This evidence shall include current documentation from a bank or other lending institution stating that they are providing a specific funding level to support the hotel project without disclaimers, caveats, or exceptions.
- E. The Fuel Hotel project will break ground by November 29, 2013. “Break ground” shall be defined as the initiation of continued, sustained, and meaningful construction toward the completion of the project. Construction work shall be performed by licensed, bonded contractors who have a formal agreement with the property owner to perform their specific work. The performance of minor tasks that do not substantially lead toward the completion of the project or tasks performed by individuals who are not part of the contracted construction team will not satisfy the requirement that the project break ground.
- F. The Fuel Hotel project must secure Certificates of Occupancy (C of O’s) from the City within 24 months of the date of ground breaking. Prior to the issuance of Certificates of

Occupancy, the Developer will obtain all Specific Use Permits necessary for the operation of the Fuel Hotel or restaurant in said hotel.

SECTION 2. CITIES RESPONSIBILITIES AND OBLIGATIONS

- A. Developer will be provided adequate parking spaces within one block of any property corner of the proposed Fuel hotel to be located in the property known as “Western United Life Building” at 310 W. Texas Ave, Midland, Texas and in a parking facility, if one is developed within reasonable proximity to the hotel. Parking space quantity will be based on City of Midland code requirements, and for the entire hotel is currently estimated to be 210 parking spaces. As part of the total parking necessary to accommodate the hotel, a minimum of 10 parking spaces will be provided on the Building of the Southwest site at the time the hotel opens. If a full service restaurant/bar/eatery is included with the hotel and remains in continuous operation, the parking necessary to meet the calculated needs of the eatery will be provided on the Building of the Southwest site, up to the parking limits of the site. A restaurant/bar/eatery will be defined as a business operation within the proposed Fuel Hotel where the cooking, assembling, and/or preparation of food and/or beverage primarily for on-premise consumption occurs. Selling commercially pre-packaged items which require not cooking, assembly, and/or preparation and which may be purchased off-premise will not qualify the business as a restaurant/bar/eatery. Food and/or beverage service shall constitute the primary element of the business for it to qualify as a restaurant/bar/eatery. The business shall provide on-premise seating for patrons in a quantity and manner that complies with all applicable City code requirements, to qualify as a restaurant/bar/eatery. In addition, the business facility shall be no less than 1,200 contiguous square feet and produce monthly gross receipts for the food and beverage service of not less than \$15,000 to qualify as a restaurant/bar/eatery.
- B. The Building of the Southwest, after its donation to the City and prior to the issuance of the Certificate of Occupancy to the Fuel Hotel project will be razed by the City and a parking lot developed on the site for the use by the Fuel Hotel as previously described in Paragraph 2A.
- C. Parking will be provided through a 49-year lease with 2, 10 year extensions, a copy of which is attached hereto as Exhibit “A” and made a part of this agreement The first 20 years of the lease will be at no cost to the developer as long as the developed property remains in active use as a development which is acceptable to the City as defined later in this agreement. For the remainder of the lease, the parking shall be provided at the full value of comparable parking in downtown Midland as long as the developed property

remains in active use as a development which is acceptable to the City. The City shall maintain the right to reevaluate the comparable value of parking in Midland upon which to base an adjustment to the parking lease rate, but shall do so no more frequently than once per calendar year.

- D. The Building of the Southwest site will not be developed in a manner that competes with the allowed usage of the Fuel Hotel project. The City shall make the final determination on what types of uses and developments will be considered as competing with the Fuel Hotel project.

SECTION 3. MISCELLANEOUS PROVISIONS

- A. Should the Fuel Hotel project usage change over the life of the lease, any additional parking necessitated by the change in usage will be negotiated with the City regarding price and term, but only if the new use remains acceptable to the City.
- B. Should the project usage change over the life of the lease to one that is not deemed acceptable by the City, or if the room/hotel amenities are not provided as noted in item 3, the developer shall have 90 days to address/cure the issue(s). After the 90-day period, if the identified issues have not been corrected to the satisfaction of the City, the obligation to provide parking to any degree and for no cost shall be considered null and void.
- C. Acceptable redevelopment uses of the former Western United Life building include:
 - a. Hotel
 - b. High density residential complex
 - c. Other uses as acceptable to City
- D. If the project developer does not satisfy any of the obligations noted herein, the City's requirement to provide parking in any form shall be null and void. However, the City will maintain responsibility to raze the Building of the Southwest.
- E. Once this agreement begins the City will consider granting an extension of time to the timelines set out in Section if it is the result of:
 - 1. Delays caused primarily by CITY, its agents or employees, or those claiming under agreement with or grant from CITY;
 - 2. Delays caused by any Act of God or terrorism.

SECTION 4. ASSIGNMENT

Neither this agreement nor any duties or obligations may be assigned by the Developer

to a nonrelated third party without the prior written consent of the City. In the event of an assignment by the Developer to which the City has consented, the assignee or the assignees' legal representative must agree in writing with the City to personally assume, perform, and be bound by all the provisions of this agreement.

SECTION 5. AMENDMENT

This agreement may be amended by the mutual agreement of the parties to it, in a writing to be attached to and incorporated in this agreement.

SECTION 6. SUCCESSORS AND ASSIGNS

Subject to the provisions regarding assignment, this agreement is binding on and inures to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

SECTION 7. NOTICE

All communications required by this Agreement between the City and Developer shall be addressed to the City Manager of the City of Midland with copies to the Downtown Development Director, and to Mahendra Patel or his assigns for the Developer.

SECTION 8. GOVERNING LAW

This agreement, and the rights and duties of the parties under it, are governed by the laws of the State of Texas

SECTION 9. COMPLIANCE WITH LAWS

It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Texas Municipal Code, or any other applicable State law, the requirements of the law will control, however the parties agree to make every attempt to have such provision amended to comply with such law.

SECTION 10. 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.

SECTION 11 NO THIRD PARTY BENEFICIARIES

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.

SECTION 12. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, DEVELOPER 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 DEVELOPER 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.

SECTION 13. WAIVER

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

SECTION 14. . SEVERABILITY.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 15. USE OF LANGUAGE

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

SECTION 16. COUNTERPARTS

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

SECTION 17. ENTIRE AGREEMENT

This agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate originals, in the City of Midland, Midland County, Texas, on this _____ day of _____, 2013.

CITY OF MIDLAND

By: _____
Courtney Sharp, City Manager

ATTEST:

, City Secretary

Texas 301 Ventures, L.L.C.

By: _____
Mahendra Patel, Managing Member

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the City of Midland, Texas, a home rule municipal corporation, hereinafter called "Lessor" and the Texas 301 Ventures, L.L.C., hereinafter called "Lessee,"

WITNESSETH:

The said Lessor does, by these presents, lease unto this said Lessee, who hereby agrees to take for the term hereof, the approximately 210 parking spaces in the following described properties located in Midland, Midland County, Texas:

See Attached Exhibits "1" ("Building of the Southwest Site") and Exhibit "2" (Property Location to be determined)

on a 24-hour a day basis, subject to the hereinafter described terms and conditions:

1. The term of this lease shall be for a period of forty-nine (49) years commencing on the date that the Certificate of Occupancy is granted to the Fuel Hotel project more specifically defined in that certain Agreement by and between the City of Midland and Texas 301 Ventures, L.L.C. dated _____, which this Lease is a part of (the "Agreement") and terminating 588 months from the date of commencement.

2. For the first 20 years (240 months) of this lease, the Lessor will not be responsible for any payment for the use of the parking spaces delineated herein according to the terms and conditions set out in the Agreement. Thereafter, Lessor will be responsible for payment of the parking spaces at a value to be determined by using comparable parking rates in downtown Midland so long as the developed property remains in an active use which is acceptable to the City which the term "acceptable" is more fully defined in the Agreement. The City shall maintain the right to reevaluate the comparable value of parking in downtown Midland upon which to base an adjustment to the parking lease rate and make said adjustment, but shall do so no more frequently than once per calendar year.

3. As part of the total parking necessary to accommodate the Fuel Hotel, a minimum of 10 parking spaces will be provided on the Building of the Southwest site, as described in Exhibit "1," at the time the hotel opens. If a full service restaurant/bar/eatery is included with the hotel and remains in continuous operation, the parking necessary to meet the calculated needs of the eatery will be provided on the Building of the Southwest site, up to the parking limits of the site. The definition of full service restaurant/bar/eatery is more particularly described in the Agreement.

4. Lessor shall be eligible for two (2) additional 10-year extensions to the lease which may be exercised within 5 years of the expiration of the original lease or extension at a rate to be determined by using the process described in Paragraph 2 above.

5. If a conflict should arise between this Lease and the Agreement, the Agreements terms and conditions will hold.

6. LESSEE WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND LESSOR AND ALL OF LESSOR'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 LESSEE, its agents or employees, or any subcontractor, arising out of, or resulting from, Lessee's use of, or activities on, the agreement premises, and Lessee will be required to pay any judgment with costs which may be obtained against Lessor or any of its officer, agents or employees, including reasonable attorney's fees.

LESSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LESSOR AND ALL OF LESSOR'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 LESSOR, LESSOR'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 LESSEE OR LESSEE'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 LESSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LESSOR OR ANY OF LESSOR'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

EXECUTED on the day and year first above written.

CITY OF MIDLAND, TEXAS (Lessor)

Attest:

Courtney Sharp, City Manager

City Secretary

Texas 301 Ventures, L.L.C. (Lessee)

Mahendra Patel, Managing Member



City Council Agenda

Approved for Agenda:
rpatrick
City Manager's Office

MEETING DATE: 10/22/2013

TO: City Council / City Manager

FROM: Steve Thorpe, Building Official

SUBJECT: Consider a resolution granting a variance for keeping of a horse on property located on Block 8, South 1/2 of Lot 9, 349 Ranch Estates, commonly known as 6306 Hopi Ct.

Purpose:

Consider a resolution granting a variance to City of Midland Code Section 6-2-12(A)6(a) to allow for the keeping of a horse on property located on Block 8, South 1/2 of Lot 9, 349 Ranch Estates, commonly known as 6306 Hopi Court

Recommended City Council Action

☐ Approve ☒ Deny ☐ Directional / Informational

Fiscal Impact:

none

Discussion:

The Code Compliance office received a complaint in late August 2013 regarding a horse being kept at 6306 Hopi Court (Block 8, South ½ of Lot 9, 349 Ranch Estates Addition). After receipt of the complaint, Code Officer Michael Williams verified that horse was being kept on the property. This property total size is 20,212 square feet and is zoned 1F-3. The horse corral on this property is approximately 8750 square feet. Driving by the property and near the property, it is not readily apparent from the street that a horse is being kept on the property.

City of Midland Code section 6-2-12(A)6(a) states: Horses or other equine animals, as a private stable (not for commercial purposes) may be kept on tracts of land with not less than 20,000 square feet dedicated exclusively for animal use in an "AE" Agriculture-Estate District or "CE" Country Estate District.

Richard Hain, the property owner, responded to the compliance request notice that was sent to him regarding this issue. Mr. Hain acknowledged that the horse was on the property. He showed the code officer a copy of the "Covenants and Restrictions" for this subdivision indicating that equine livestock was allowed to be kept on properties greater than 20,000 square feet in size. Mr. Hain also stated having the horse on the property was the reason he and his wife, the horse owner, purchased the property. The Certificate of Occupancy for the home was issued February 25, 2009. They took possession of the property in April 2009. The subdivision covenants and restrictions are less restrictive than the city code.

Research of previous city aerial maps did not find the horse corral or accessory structures present in the January 2010 map. The current aerial map dated January 2013 shows the horse corral and accessory structures on the property. Fences in rear and non-corner lot side yards do not require permits.

Mr. and Mrs. Hain are requesting a variance be granted to allow this horse to be kept on the property for the remainder of horse's natural life. They also have stated that upon the passing of the horse, they will not have another horse on the property.

Should City Council grant this variance, the Code Administration Division recommends the following conditions.

1. The variance should be temporary, with a 1 year term, subject to renewal by the City Manager provided the subject horse is still alive and on the property.
2. The property and horse may be inspected by City staff within 24 hours of requesting the inspection. The inspections shall be performed during normal business hours.
3. Upon the passing of the subject horse, the small barn in the horse corral shall be removed or converted to a usable storage building (i.e.- install floor, doors, etc.).
4. Should Mr. and Mrs. Hain sell the subject property, there is no approval for the keeping of livestock on this property.

RESOLUTION NO. _____

**RESOLUTION GRANTING A TEMPORARY VARIANCE
FOR THE SOUTH ½ OF LOT 9, BLOCK 8, 349 RANCH
ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS
(COMMONLY KNOWN AS 6306 HOPI COURT), TO
ALLOW FOR THE KEEPING OF A HORSE ON SAID
PROPERTY**

WHEREAS, the owner of the property described herein has applied for a variance to allow for the keeping of a horse on said property; and

WHEREAS, the City Council finds the granting of the temporary variance will not be detrimental to the public safety, health, or welfare or injurious to other property;

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

SECTION ONE. That a temporary variance is hereby granted for the property described as the south ½ of Lot 9, Block 8, 349 Ranch Estates, City and County of Midland, Texas. Said temporary variance shall allow for the keeping of a horse on said property.

SECTION TWO. That said temporary variance shall be subject to the following terms and conditions:

1. The temporary variance is expressly limited to the one (1) horse that is being kept on said property as of the date of this resolution (the “subject horse”).
2. The temporary variance shall be for term of one (1) year, which may be renewed by the City Manager provided that the subject horse is still alive and being kept on said property.
3. The property owner shall allow City staff to inspect said property and the subject horse within twenty-four (24) hours of receiving a request from City staff to perform an inspection.
4. Upon the death of the subject horse, the property owner shall promptly remove or convert the small barn in the horse corral located on said property to usable storage space (i.e., the installation of a floor, doors, etc.).
5. In the event the current property owner sells, gifts, transfers or otherwise conveys said property to another party, then the temporary variance provided for herein shall automatically terminate without the necessity of any further action by the City of Midland.

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, Assistant to the City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



PDHD

HOPI CT

WASHITA

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55

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140250

6315

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6313

10-B

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8

6302

6307

12-A

6305

12-B

6300

7

1507

13-B

6301

13C

1509

15064

1510

1514

6

1600

7A

To: Midland City Council

From: Richard Hain

Date: 10/03/13

In Reference to: Zoning Violation

Dear City Council ,

This letter is a request to the Midland City Council to allow livestock to wit: one horse, be allowed to remain on the residential property located at 6306 Hopi CT, which lays within the city limits. I, Richard Hain, purchased the property at this location on April 2009. Pine Beckett was the real estate company used during this transaction. Norma Pine was the agent that worked with me during the purchase. I explained to Norma that an order to purchase the property a horse belonging to my wife, Micah Hain, had to be allowed on the property. Norma then located paperwork describing what livestock was allowed which were two horses or two head of cattle but no swine. At this time, believing that livestock was allowed on this property, the residence was purchased. Once the purchase was final a fence was built to house the horse.

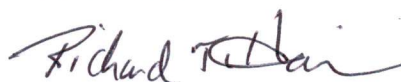
I called Midland City Hall for a permit to build the fence. I was told that no permit was needed for a fence behind the residence but would need one if a fence was built in the front. I then contacted Common Ground Alliances, #811 Call before you dig. CGA arrived at my residence and gave approval to dig. The fence was then built, painted, with double locks and chains to assure that the horse would not get out onto the public roadways or the surrounding neighbors properties.

I then received a letter in August 2013, from the City of Midland's code enforcement that I was in violation of the zoning ordinance. No livestock was allowed on this property. I then contact City Councilman Jeff Sparks and Zoning and Planning Steve Thorpe in reference to this issue.

My wife has owned this horse since the age of ten and it is a family member and not just a pet. If we had known that the zoning in this area did not allow livestock on the property we would not have purchased it. We would have looked in other areas that did allow livestock. However, we understand the circumstances that this area is not zoned for livestock. Once again we request that this horse that is 23 years old be allowed to remain on the property until she passes. If any documentation or photos are needed with dates they are available for the council to review.

Sincerely,

Richard Hain

A handwritten signature in black ink, appearing to read "Richard Hain", written in a cursive style.



City Council Agenda

Approved for Agenda:
rpatrick
City Manager's Office

MEETING DATE: 10/22/2013

TO: City Council / City Manager

FROM: Sylvester Cantu, Community Development Manager

SUBJECT: Amending Fair Market Value on Property to be Disposed

Purpose:

Consider a resolution authorizing an amendment to Resolution No. 2010-270 by establishing \$69,870.00 as the Fair Market Value on real property as assessed by the Midland Central Appraisal District; such real property being Lot 8, Block 21, Midland Heights Addition, (Generally known as 1208 West New Jersey Street), City of Midland, Midland County, Texas.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Property will return to tax roll. Proceeds from sale will go into CDBG housing reconstruction program.

Discussion:

Resolution No. 2010-270 authorized the sale of property at 1208 W. New Jersey. The property was acquired by the Community Development Office through foreclosure due to non-payment on a Community Development Block Grant (CDBG) loan for the reconstruction of the property's dwelling. The dwelling has suffered some damage and needs other repairs. Consequently, efforts to sell the property have failed so we recommend lowering the minimum bid value from \$79,270 to \$69,870 which is the proposed 2013 valuation by Midland Central Appraisal District on this property.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ADVERTISEMENT FOR SEALED BIDS FOR THE SALE OF REAL PROPERTY DESCRIBED AS LOT 8, BLOCK 21, MIDLAND HEIGHTS ADDITION, (GENERALLY KNOWN AS 1208 WEST NEW JERSEY STREET), CITY OF MIDLAND, MIDLAND COUNTY, TEXAS; THE MINIMUM BID SHALL START AT \$69,870.00, THE FAIR MARKET VALUE AS ASSESSED BY THE MIDLAND CENTRAL APPRAISAL DISTRICT; AUTHORIZING THE CITY MANAGER TO PROCURE AN AGENT FOR SERVICES RELATED TO THE SALE OF SAID PROPERTY

WHEREAS, the property described as Lot 8, Block 21, Midland Heights Addition (generally known as 1208 West New Jersey Street), City of Midland, Midland County Texas, was acquired by foreclosure due to non-payment on a Community Development Block Grant loan; and

WHEREAS, the minimum bid shall start at \$69,870.00, the Fair Market Value of said property as assessed by Midland Central Appraisal District; and

WHEREAS, the City Manager is authorized to procure an agent for services related to the sale of said property; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to advertise for competitive bids for the sale of real property described as Lot 8, Block 21, Midland Heights Addition (generally known as 1208 West New Jersey Street), City of Midland, Midland County Texas, the minimum bid shall start at \$69,870.00;

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 to advertise for competitive bids (the minimum bid shall start at \$69,870.00) for the sale of real property described as Lot 8, Block 21, Midland Heights Addition (generally known as 1208 West New Jersey Street), City of Midland, Midland County Texas, being attached hereto as Exhibit "A" and incorporated herein for all legal purposes.

SECTION TWO. That pursuant to Section 272.001(b) of the Texas Local

Government Code, the City Manager obtained an appraised value of said property and determined the fair market value to be 69,870.00.

SECTION THREE. That the City Manager is authorized to procure an agent for services related to the sale of said property.

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:

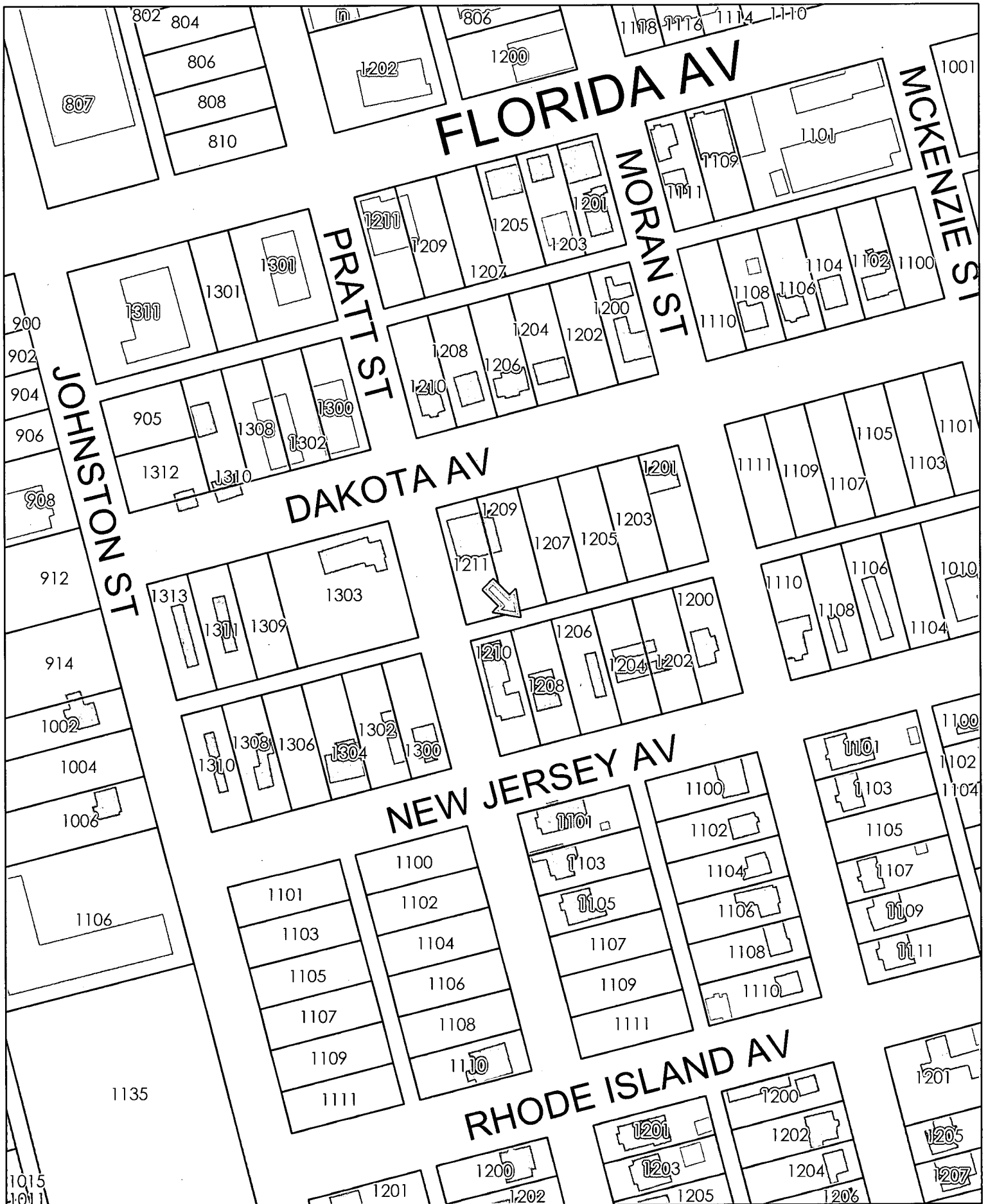
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Sylvester Cantu, Community Development
Manager

APPROVED AS TO FORM:

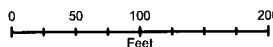
Keith Stretcher, City Attorney



Map by: CWC III
January 5, 2010



1208 W NEW JERSEY AV





City Council Agenda

Approved for Agenda:
rpatrick
City Manager's Office

MEETING DATE: 10/22/2013

TO: City Council / City Manager

FROM: David Beard,

SUBJECT: Consider a resolution authorizing the execution of a Public Improvement Development Agreement for the SH 349 Corridor & Fairgrounds Rd. Corridor Traffic Impact Analysis. 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 a Public Improvement Development Agreement for the SH 349 Corridor & Fairgrounds Rd. Corridor Traffic Impact Analysis. Said agreement being authorized by Section 395.081 of the Texas Local Government Code. (District #1 – Sparks)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Revenue in Account 0605 - Traffic Impact Analysis Fees

Discussion:

The pupose of this development agreement is to collect \$10 per residential unit from the Adobe Meadows - Section 6 Addition (DR Horton) to help fund the SH 349 & Fairgrounds Rd. Traffic Impact Analysis. In the future a service boundary will be established and all new development within the service area will be required to participate in the Traffic Impact Analysis.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A
PUBLIC IMPROVEMENT DEVELOPMENT
AGREEMENT WITH DR HORTON-TEXAS, LTD. FOR
A TRAFFIC IMPACT ANALYSIS FOR THE STATE
HIGHWAY 349 CORRIDOR AND THE FAIRGROUNDS
ROAD CORRIDOR; AND DEPOSITING FUNDS
THEREFOR; SAID AGREEMENT BEING AUTHORIZED
BY SECTION 395.081 OF THE TEXAS LOCAL
GOVERNMENT CODE**

WHEREAS, an adjoining landowner of State Highway 349 and Fairgrounds Road, DR Horton-Texas, Ltd. (“DR Horton”), has requested City participation in a traffic impact analysis for the State Highway 349 Corridor and the Fairgrounds Road Corridor; 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 DR Horton to participate in a traffic impact analysis for the State Highway 349 Corridor and the Fairgrounds Road Corridor 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 DR Horton which sets forth the extent of the landowner’s participation in the traffic impact analysis; and

WHEREAS, the City has not adopted an impact fee, any obligation incurred or owed by the adjoining landowner, DR Horton, 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 DR Horton-Texas, Ltd. 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 funds from DR Horton-Texas, Ltd. under said agreement, to deposit said funds into the General Fund (001).

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 DR HORTON-TEXAS, LTD.
AND THE CITY OF MIDLAND, TEXAS**

THIS AGREEMENT (“Agreement”) is made and effective as of the 23rd day of October, 2013, by and between DR Horton-Texas, Ltd. (“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 regarding 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 a traffic corridor analysis 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 traffic corridor analysis as described in Section II hereof. The Developer’s proportional share for the traffic corridor analysis shall be \$10.00 per residential unit located within the property described as Adobe Meadows, Section 6.

Developer’s payment shall be due at the time of final approval of the Adobe Meadows, Section 6 plat. 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 traffic corridor analysis described in Section II.

II.

The traffic corridor analysis to be conducted by the City shall be generally described as follows: A traffic impact analysis for the State Highway 349 Corridor and the Fairgrounds Road Corridor.

III.

The Developer agrees that its payment(s) pursuant to Section I above, constitutes only Developer's public improvement obligation for said traffic corridor analysis in connection with the Adobe Meadows, Section 6 plat, and the City agrees that such payment(s) constitutes all of Developer's public improvement obligation for said traffic corridor analysis in connection with the Adobe Meadows, Section 6 plat.

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:

Don Allen

DR Horton-Texas, Ltd.
6751 N. Freeway
Fort Worth, Texas 76131

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

DR HORTON-TEXAS, LTD.

By: _____
Don Allen, Assistant Secretary

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Don Allen, 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 DR Horton-Texas, Ltd.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

Notary Public, State of _____



City Council Agenda

Approved for Agenda:
rpatrick
City Manager's Office

MEETING DATE: 10/22/2013

TO: City Council / City Manager

FROM: David Beard,

SUBJECT: Consider a resolution authorizing City Staff to advertise for bids, the Lamesa Rd. Paving Improvement project. (District #2 – Love)

Purpose:

Consider a resolution authorizing City Staff to advertise for bids, the Lamesa Rd. Paving Improvement project. (District #2 – Love)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

To be determined. Once bids are received and evaluated, Staff will make a recommendation and request funds to be allocated.

Discussion:

The intent of this item is to obtain permission from City Council to advertise for bids the Lamesa Rd. Paving project. The Lamesa Rd. Paving project consist of approximately 1.5 miles of reconstruction of Lamesa Rd. between Dormard Ave. and Walnut Ave.

Attached is a location map.

RESOLUTION NO.

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE LAMESA ROAD PAVING IMPROVEMENT PROJECT; SAID PROJECT WILL BE FOR APPROXIMATELY 1.5 MILES OF RECONSTRUCTION OF LAMESA ROAD BETWEEN DORMARD AVENUE AND WALNUT LANE

WHEREAS, plans and specifications have been prepared by the City of Midland for the Lamesa Road Paving Improvement Project; and

WHEREAS, the City Council finds it to be in the public interest to approve such plans and specifications for said project and to authorize 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 as prepared by the City of Midland for the Lamesa Road Paving Improvement Project are hereby approved, those plans and specifications to be on file in the City Secretary's office referenced by the number and date of this resolution.

SECTION TWO. That the City Manager, or his designee, is hereby authorized to advertise for competitive bids for said project 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:

Jose Ortiz, Director of Engineering Services

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



ENGINEERING DIVISION

Lamesa Rd.

Pavement Reconstruction



Map by DDB 10/11/2013



City Council Agenda

Approved for Agenda:
rpatrick
City Manager's Office

MEETING DATE: 10/22/2013

TO: City Council / City Manager

FROM: Jeff Cohen, Assistant City Engineer

SUBJECT: Consider a motion on a request by Schumann Engineering Company, Inc. for the Melody Acres – Eleventh Section, to approve items requested for deferral and to waive the associated public improvement guarantee. The subject property is at 12 Tattenham Corner, approximately 1500' west of N. Midland Drive. (District #2 – Love)

Purpose:

Consider a motion on a request by Schumann Engineering Company, Inc. for the Melody Acres – Eleventh Section, to approve items requested for deferral and to waive the associated public improvement guarantee. The subject property is at 12 Tattenham Corner, approximately 1500' west of N. Midland Drive. (District #2 – Love)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

The developer is requesting to waive the costs of deferring construction of the public improvements associated with platting this property.

The value of the associated public improvements is \$0.00, because public improvements such as sewer and paving are not expected to be constructed in the Greenbelt neighborhood with its agricultural-style lots and rural lifestyle.

Discussion:

Melody Acres — Eleventh Section is located at Number 12 Tattenham Corner, which is within the limits of the City of Midland, in Midland County, Texas. Melody Acres—Eleventh Section is a 1-acre parcel located within the Greenbelt neighborhood of north Midland. The Greenbelt neighborhood is characterized by large lots, a rural lifestyle, and little urban infrastructure such as streets paved to County standards and on-site sewage facilities.

Schumann Engineering Co., Inc., on behalf of Mr. Abraham Gutierrez, the land owner and developer, is proposing to plat the property and defer the public improvements. Below is a discussion of the public infrastructure and deferral request related to the development of the property associated with this plat:

1. Water Distribution: Public infrastructure is in place and the property is connected to the City's public water distribution system. At least two fire hydrants are located within 300 ft of the property to provide fire protection to the site. Therefore, a deferral of water distribution improvements is not necessary.
2. Wastewater Collection: The applicant is requesting a deferral of wastewater collection improvements.
 - * The nearest connection to the City of Midland's wastewater collection system is approximately 1500 feet east of the property on N. Midland Drive.
 - * Generally, homes within the Greenbelt neighborhood do not have access to City wastewater services. On-site sewage facilities are more common in this neighborhood.
 - * Therefore, City staff supports the deferral of public infrastructure construction and a waiver of associated construction costs for wastewater collection for this property.
3. Paving: The applicant is requesting a deferral of paving improvements and curb-and-gutter improvements along the frontage of Tattenham Corner.
 - * Access to the site is on Tattenham Corner, a 1900-foot roadway extending west from N. Midland Drive and paved to County standards with no curb-and-gutter, narrow width, and one course of chip seal.
 - * The nearest connection to the City's pavement system with curb & gutter is approximately 1500 feet east of the property to N. Midland Drive.
 - * Generally, local and collector streets in the Greenbelt neighborhood of north Midland are paved to County standards. Moreover, the subject property is zoned AE, for which developers are not required to construct streets to curb-and-gutter standards in accordance with the City of Midland Subdivision Regulations, Section 11-2-6(B)(1).
 - * Therefore, City staff supports the deferral of public infrastructure construction and a waiver of associated construction costs for paving improvements for this property.
4. Drainage: As a residence, a Drainage Study for this site will not be required.
5. Sidewalk: The applicant is requesting to defer sidewalks.
 - * Sidewalk construction is typically accomplished during the building permit phase (builder constructs the sidewalk).
 - * Also, the Greenbelt neighborhood of north Midland generally does not include sidewalks along the rural-style streets and lots typical of this district.

Staff supports this deferral request. Attached is a location map, and a deferral justification from Schumann Engineering Co. Inc.

Max A. Schumann, Jr.
PE, RPLS 1951 to 2012

Cynthia Ann Klatt, President
Ben Sanchez, PE
R J Daum, RPLS



SCHUMANN ENGINEERING CO., INC.

Civil Engineering ~ Land Surveying

408 North Pecos Street ~ P. O. Box 504 ~ Midland, Texas 79702-0504
Office (432) 684-5548 ~ Fax (432) 684-6973
October 7, 2013

David Beard
City Engineer
300 N. Loraine
P.O. Box 1152
Midland, Texas 79702

Subject: Melody Acres Eleventh Section

Dear Mr. Beard:

Mr. Abraham Gutierrez is the record owner of a 1 acre tract of land in the Melody Acres subdivision, city and county of Midland, Texas. The address of this one acre lot is 12 Tattenham Corner and the current zoning is AE. Mr. Gutierrez wishes to plat this one acre tract for the purpose of constructing a home. No subdivision of this one acre tract will occur.

Sewer

Schumann Engineering, on behalf of Mr. Gutierrez (Property Owner), requests that the City Council defer public improvements for the installation of an offsite sewer main line extension along Tattenham Corner. The nearest sewer connection is approximately 1471 feet east of the property, along North Midland Drive. Deferral is requested based on the fact that all the homes in this AE district are on septic systems.

See attached Cost Spreadsheet and map.

Sidewalk

Schumann Engineering, on behalf of Mr. Mr. Gutierrez (Property Owner), requests that the City Council defer public improvements for the installation of sidewalk along Tattenham Corner, with a total length of 230 feet, as there is no existing sidewalk in this established neighborhood. Per city code 4-1-4(A)(2), no sidewalk is required when an area is developed 75% or more and has no existing sidewalks.

See attached Cost Spreadsheet and map

Water

Mr. Gutierrez plans on connecting to the city's water system and there is an existing fire hydrant directly across the street from this property.

Paving

Tattenham Corner is currently paved.

Melody Acres Eleventh Section
Vol. 4 - 71651

Drainage

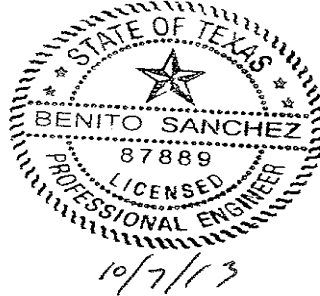
A drainage statement was prepared was submitted on August 30, 2013 for approval.

Should you have any questions regarding this deferral request or need additional information, please do not hesitate to contact me at (432) 684-5548 or by email at ben@schumannonline.net

Respectfully,



Ben Sanchez, P.E.
Schumann Engineering Co., Inc.



Enclosures:

- 1.) Preliminary Plat
- 2.) Cost spreadsheet for Sewer and Sidewalk

cc: Abraham Gutierrez
1209 S. Fort Worth St.
Midland, TX 79701

Bob Baronti
City of Midland Planning Department
P.O. Box 1152
Midland, TX 79702

Melody Anne Clements Jordan
Tel: 817-336-4411

Summary of Public Improvements - Opinion of Probable Cost

Location: Melody Acres Eleventh Section
Engineer: Sanchez - Schumann Engineering

Summary

Description	Estimated Cost
Wastewater Collection Improvements - <i>Extension</i>	\$140,028.75
Water Distribution Improvements	\$0.00
Storm Sewer Improvements	\$0.00
Paving Improvements	\$0.00
Sidewalk	\$4,450.00
Curb and Gutter	\$0.00
Construction Total	\$144,478.75

Wastewater Collection - Opinion of Probable Cost

Location: Melody Acres Eleventh Section
 Engineer: Sanchez - Schumann Engineering

Wastewater Main Improvements	Quantity	Unit	Unit Price	Total
12" SDR 35 PVC		LF	25.00	0.00
8" SDR 35 PVC		LF	15.00	0.00
6" SDR 35 PVC	1700	LF	13.00	22100.00
Trenching/Backfill 0'-5'		LF	20.00	0.00
Trenching/Backfill 5'-8'	1700	LF	22.00	37400.00
Trenching/Backfill 8'-10'		LF	25.00	0.00
Trenching/Backfill 10'-12'		LF	30.00	0.00
Trenching 12'-14'		LF	35.00	0.00
Imported Backfill Material	1683.00	TN	15.00	25245.00
Imported Backfill Material - Unit Weight	120.00	PCF		
Replacement Manhole		EA	5000.00	0.00
New Manhole	1	EA	3500.00	3500.00
Remove Manhole		EA	1000.00	0.00
Manhole Extra Depth (MH>5')		VF	400.00	0.00
Connect to Existing MH		EA	500.00	0.00
24" Bore & Steel Encasement		LF	480.00	0.00
18" Bore & Steel Encasement		LF	360.00	0.00
12" Bore & Steel Encasement		LF	240.00	0.00
4" Wastewater Service	1	EA	550.00	550.00
6" Wastewater Service		EA	750.00	0.00
Volume - Flowable Fill (3 Sac) - Depth Below	2.00	CY	105.00	210.00
Depth of Flowable Fill (ft)	1.00	FT		
Asphalt Pavement Repair	1700	LF	20.00	34000.00
Concrete Pavement Repair		LF	25.00	0.00
Erosion Protection (\$/100LF)	17	LS	500.00	8500.00
Trench Protection (Trenching > 5')	1700	LF	2.00	3400.00
Traffic Control / Job Site Safety	17	LF	150.00	2550.00
Construction Staking (\$/100LF)	17	LF	250.00	4250.00
Contingency (nearest \$1000)	15%			21000.00
Construction Total				\$162,705.00
ROW Acquisition		LS	1	0.00
Engineering & Surveying	10%			16000.00
Construction Administration	5%			8000.00
TOTAL DEVELOPER COST	75%			\$140,028.75

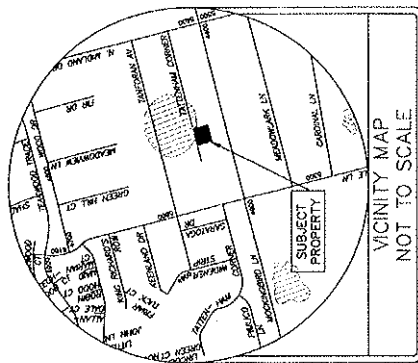
Sidewalk - Opinion of Probable Cost

Location: Melody Acres Eleventh Section
Engineer: Sanchez - Schumann Engineering

Sidewalk Main Improvements	Quantity	Unit	Unit Price	Total
5' width	230	LF	15.00	3450.00
4' width		LF	13.00	0.00
Contingency (nearest \$1000)	15%			1000.00
TOTAL				\$4,450.00

MELODY ACRES
ELEVENTH SECTION

BEING A PLAT OF A 1.00 ACRE TRACT
OF LAND OUT OF
THE SE/4 OF SECTION 7, BLOCK "X"
H. P. HILLIARD SURVEY
MIDLAND COUNTY, TEXAS



NOTES:

2. SELLING A PORTION OF THIS LOT/PORTION BY LETTERS AND BOUNDS WILL BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHDRAWING OF UTILITIES AND BUILDING PERMITS.
3. 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. BEARINGS AND DISTANCES SHOWN ARE GRID BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS NORTH CENTRAL ZONE, AND 1983.
- * ASTERISK DENOTES CONTROLLING MONUMENT
- MONUMENTS ARE A 1/2" REMORING BAR SET WITH YELLOW PLASTIC CAP STAMPED "SUTHIAMMAN ENGINEERING" UNLESS OTHERWISE NOTED.

03H0000

ABRAHAM GUTIERREZ
209 SOUTH FORT WORTH STREET
MIDLAND, TEXAS 79701
(432) 352-2747

SCHUMANN ENGINEERING CO., INC.
 SERVICES: PROFESSIONAL, LAND SURVEYING
 LICENSED SURVEYING ENGINEERS

Civil Engineering

TELEPHONE NO. 71800

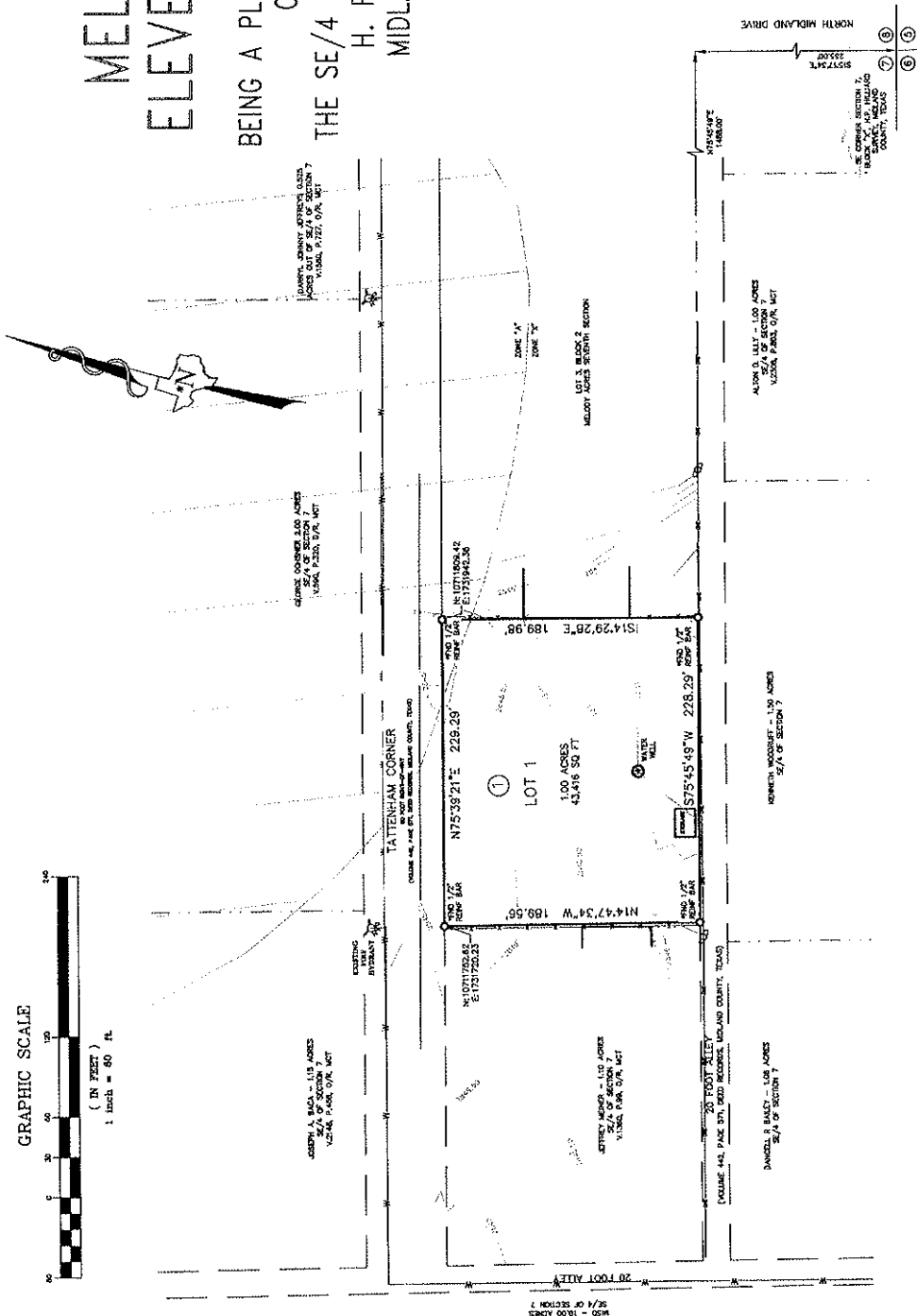
408 N. PEGGS STREET - P. O. BOX 564
 MOBILE, ALA. 36688-0564

Land Surveying

TELEPHONE NO. 10149500

Offices
 Texas 423-5448
 Texas 423-984-6748

MEADOW ACRES FIFTEENTH SECTION

[illegible]



ENGINEERING DIVISION

MELODY ACRES SECTION 11

Request for Deferral
Sewer & Paving



Map by JHC 10/22/2013



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: 10/22/2013

TO: City Council / City Manager

FROM: Robert Isbell, Fire Chief

SUBJECT: Consider a resolution to accept the 2013 Texas "J"-Regional Advisory Council Grant

Purpose:

The Texas EMS/Trauma funds are established to encourage participation in trauma reporting of the 911 agencies. Midland Fire Department has participated in the JRAC reporting program since it was established. The monies accepted would fund training and equipment in the EMS program.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

That the sum of \$9,563 is hereby allocated from the General Fund (001) Nondepartmental (150) Interfund Transfer (0199) General Construction Fund (6299) to the General Construction Fund (005) Fire (115) Texas JRAC 13 Project (7125)

Discussion:

These funds are allocated through the State EMS/Trauma fund, distributed through local regional advisory councils based on 911 participation and regional guidance. These monies will be used for training equipment and supplies in the Midland Fire Department EMS system.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING A GRANT AWARD FROM
THE TEXAS “J” REGIONAL ADVISORY COUNCIL IN
THE AMOUNT OF \$9,563.00, FOR FUNDS TO BE USED
BY THE MIDLAND FIRE DEPARTMENT FOR
TRAINING EQUIPMENT AND SUPPLIES**

WHEREAS, the City of Midland has been awarded a grant from the Texas “J” Regional Advisory Council, in the amount of \$9,563.00; and

WHEREAS, the grant will be used by the Midland Fire Department for training equipment and supplies; and

WHEREAS, the Council finds it to be in the public interest to accept the grant award;

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

SECTION ONE. That the City of Midland, Texas, acting through its Mayor and City Council, hereby accepts the grant award of \$9,563.00 as made by the Texas “J” Regional Advisory Council to be used by the Midland Fire Department for training equipment and supplies.

SECTION TWO. That the Mayor, Director of Finance, and Fire Chief of the City of Midland, Texas, are hereby authorized and directed to evidence the City of Midland’s acceptance by executing all necessary documents in order to accept the grant.

SECTION THREE. That the sum of \$9,563 is hereby allocated from the General Fund (001) Nondepartmental (150) Interfund Transfer (0199) General Construction Fund (6299) to the General Construction Fund (005) Fire (115) Texas JRAC 13 Project (7125).

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:

Robert Isbell, Fire Chief

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
rpatrick
City Manager's Office

MEETING DATE: 10/22/2013

TO: City Council / City Manager

FROM: Morris Williams, Solid Waste Director

SUBJECT: Approve a task order for the Existing Professional Services Agreement with Parkhill Smith and Cooper and Appropriating Funds

Purpose:

Consider a resolution approving a task order for the existing professional services agreement with Parker Smith & Cooper and Appropriating Funds Project for Landfill support services.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

That the sum of \$391,600 is hereby appropriated from the Sanitation Fund (430) Unappropriated Fund Balance (5650) to the Landfill Solid Waste Support III Project (9069).

Discussion:

Parkhill Smith & Cooper entered into an agreement with the City of Midland to provide landfill support in January 2010. This task order will provide professional engineering services at the City of Midland Landfill and is in direct accordance with the requirements that have been set forth by the Texas Commission on Environmental Quality.

These are activities normally supported by contract engineering firms with expertise in the areas. This is a task type contract that is utilized as additional tasks are added. They are only paid for actual work completed.

The original contract was approved by resolution number 2009-346 in January 2010. Parkhill Smith & Cooper has been a very responsive and cost effective solution to the Department and we therefore request the approval of this change order.

RESOLUTION NO.

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT TASK ORDER WITH PARKHILL, SMITH & COOPER, INCORPORATED, FOR PROFESSIONAL ENGINEERING SERVICES FOR THE CITY'S LANDFILL SOLID WASTE SUPPORT III PROJECT, AT AN ESTIMATED TOTAL COST OF \$391,600.00; AND APPROPRIATING FUNDS

WHEREAS, the City Manager advertised a Request for Qualifications for professional engineering support services ("Professional Services"); and

WHEREAS, Parkhill, Smith & Cooper, Inc., has agreed to perform said Professional Services for an estimated \$391,600.00; and

WHEREAS, the Council finds that Parkhill, Smith & Cooper, Inc., is qualified to perform said Professional Services; and

WHEREAS, the Council finds that the professional fees proposed by Parkhill, Smith & Cooper, Inc., are consistent with and not higher than the recommended practices and fees published by the applicable professional associations and do not exceed any maximum provided by law; and

WHEREAS, the Council finds that Parkhill, Smith & Cooper, Inc., provides professional services for a fair and reasonable price; and

WHEREAS, the Council finds it to be in the public interest to execute a professional services agreement task order with Parkhill, Smith & Cooper, Inc., as the most highly qualified provider for such services based on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the 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, a professional services agreement task order with Parkhill, Smith & Cooper, Inc., for said Professional Services, said agreement being attached hereto as Exhibit "1" and incorporated herein for all

legal purposes.

SECTION TWO. That the sum of \$391,600.00 is hereby appropriated from the Sanitation Fund (430) Unappropriated Fund Balance (5650) to the Landfill Solid Waste Support III Project (9069).

SECTION THREE. That the City Treasurer is hereby authorized and directed to make payments to Parkhill, Smith & Cooper, Inc., for professional services pursuant to the terms of said agreement in an amount not to exceed \$391,600.00 from funds appropriated herein upon receipt of proper invoices or statements approved by the City Manager.

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

Morris Williams, Director of Solid Waste

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

**PROFESSIONAL SERVICES AGREEMENT TASK ORDER FOR
PERFORMANCE OF ENGINEERING SUPPORT SERVICES**

THIS AGREEMENT is made and effective the 23rd day of October, 2013, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "City," and PARKHILL, SMITH & COOPER, INCORPORATED, hereinafter referred to as "Company."

**ARTICLE I.
PURPOSE**

The purpose of this Agreement is to state the terms and conditions under which Company shall perform professional engineering services for the City's Landfill Solid Waste Support III Project as enumerated on the Scope of Work attached hereto as Exhibit "A" and incorporated herein for all legal purposes.

**ARTICLE II.
SERVICES TO BE PERFORMED**

1. Company shall provide those services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein for all legal purposes.
2. Company shall perform all the services under this Agreement consistent with the same level of skill and care as other professionals in approximately the same location at approximately the same point in time and for the same types of projects. Company represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in Exhibit "A."

**ARTICLE III.
FINANCIAL CONSIDERATIONS**

City agrees to pay Company in an amount not to exceed \$391,600.00 for the professional services described in Exhibit "A." City agrees to pay Company for Labor, Incidental Direct Costs and Sub-Contractor Costs as set forth in Exhibit "A" upon presentation of a monthly invoice. The invoice shall set out Labor fees for the month and those Incidental Direct Costs and Sub-Contractor Costs described in Exhibit "A" incurred during the previous month. The City Manager or Interim City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of receipt of the monthly invoice, City shall pay the full amount of such invoice; provided, however, that if City objects to any portion of an invoice, City shall notify Company of City's objection and the grounds therefor within 30 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. City in any

event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from October 23, 2013, until October 22, 2016, unless the project is completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION

Either party may terminate this Agreement at will, for no or any reason, upon giving the other party One Hundred Eighty (180) days written notice. The parties to this Agreement understand and agree that it is in either party's sole discretion to cancel the Agreement during the term of the Agreement without penalty to the other party. All work and services under this Agreement shall be suspended immediately upon termination of the Agreement becoming effective. The parties have bargained for the flexibility to terminate the Agreement upon giving the requisite notice.

ARTICLE VI. CONTRACT PERSONAL

This Agreement provides for personal or professional services, and the Company shall not assign this Agreement, in whole or in part, without the prior written consent of City. It is understood that any necessary engineering services shall be subcontracted by the Company.

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

All reports, information and other data ("instruments of service"), given to, prepared or assembled by Company under this Agreement, and any other related documents or items shall become the sole property of City and shall be delivered to City, without restriction, except that Company may make copies of any and all instruments of service for its files. The City shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of Company, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that Company shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between City and Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or employee of 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. Company shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. 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 Company's work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

- | | |
|-------------------|--|
| -Personal Injury: | \$1,000,000.00 per person
\$1,000,000.00 per occurrence |
| -Property Damage: | \$500,000.00 per occurrence |

Business Automobile Liability: \$250,000.00 combined single limit -
Personal Injury and Property Damage

Worker's Compensation: Statutory limits

Employers' Liability: \$500,000.00 per accident or occurrence

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

The Business Automobile Liability insurance provided by Company 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.

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

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 Company's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

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

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

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

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST 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 COMPANY SPECIFICALLY AGREES THAT IF THE COMPANY BRINGS

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

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

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

ARTICLE XI. 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.**

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

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

ARTICLE XIII. RELEASE

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

**ARTICLE XIV.
GENERAL PROVISIONS**

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

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

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

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

If to Company:	Parkhill, Smith & Cooper, Inc. Attn: Robert H. Holder, P.E. 4222 85 th Street
----------------	--

Lubbock, Texas, 79423

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

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

ARTICLE XV.
NOTICE OF ALLEGED BREACH:
STATUTORY PREREQUISITES

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Company or his legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred-twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Company will settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom

the Company relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Company that Company's notice is insufficient. City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

ARTICLE XVI. ASSIGNMENT

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

ARTICLE XVII. FEDERAL WAGE REQUIREMENTS

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Company :
PARKHILL, SMITH & COOPER, INC.

By: _____

Title: _____

STATE OF _____ §
COUNTY OF _____ §

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 for the purposes and consideration therein expressed on behalf of PARKHILL, SMITH & COOPER, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, A.D., 2013

Notary Public, State of Texas

Printed Name

My Commission Expires: _____

September 9, 2013

Mr. Morris Williams, Jr.
Solid Waste Director
City of Midland
P.O. Box 1152
Midland, Texas 79702-1152

Re: City of Midland Landfill – TCEQ MSW Permit No. 1605B
Professional Services for Fiscal Years 2014, 2015, and 2016
Proposed Scope and Professional Fees

Dear Mr. Williams:

As you requested, we have prepared an engineering scope of services and associated fee estimates for compliance related items at the City of Midland Landfill. A summary of the fee estimates for fiscal years (FY) 2014, 2015, and 2016 are as follows:

- Professional Services Fee Summary – FY 2014 \$183,900
 - Air Permit Compliance Certification \$2,200
 - Greenhouse Gas Reporting..... \$2,100
 - Annual Volume Report for 2013 \$17,000
 - Surveying \$14,000
 - Report Preparation \$3,000
 - Groundwater Monitoring \$46,800
 - Groundwater Monitoring – Last 2013 Event \$15,600
 - NMOC Tier II Testing \$28,500
 - Surveying \$3,500
 - Sampling \$13,000
 - Laboratory Analysis \$7,500
 - Report Preparation \$4,500
 - New Groundwater Monitoring Well MW-21 \$55,100
 - Engineering Services..... \$25,100
 - Well Construction..... \$30,000
 - Miscellaneous Services (Hourly with Max.) \$16,600
- Professional Services Fee Summary – FY 2015 \$103,300
 - Air Permit Compliance Certification \$2,600
 - Greenhouse Gas Reporting..... \$2,500
 - Annual Volume Report for 2014 \$20,400
 - Surveying \$16,800
 - Report Preparation \$3,600
 - Groundwater Monitoring \$45,200
 - Groundwater Monitoring – Last 2014 Event \$15,100
 - Miscellaneous Services (Hourly with Max.) \$17,500

• Professional Services Fee Summary – FY 2016	\$104,400
○ Air Permit Compliance Certification	\$3,200
○ Greenhouse Gas Reporting.....	\$3,000
○ Annual Volume Report for 2015	\$24,600
▪ Surveying	\$20,200
▪ Report Preparation	\$4,400
○ Groundwater Monitoring	\$41,400
○ Groundwater Monitoring – Last 2015 Event.....	\$13,800
○ Miscellaneous Services (Hourly with Max.)	\$18,400

Air Permit Compliance Certification

The landfill's Federal Title V air permit requires the facility to submit an annual compliance certification to report deviations, if any, from the permit during the previous year. Our fee is based on the following scope of services:

- Determine deviations during previous operating year
- Prepare permit compliance certification form
- Prepare designated official and responsible official form
- Review draft certification with city staff
- Incorporate comments from city staff
- Submit certification forms to regulatory agencies
- Prepare report documentation for recordkeeping

Greenhouse Gas Reporting

As part of the EPA's Greenhouse Gas (GHG) reporting rule, the City of Midland's landfill is subject to annual emissions reporting. Our fee is based on the following scope of services:

- Process waste acceptance data from previous year
- Perform emission calculations
- Generate draft GHG report
- Review draft report with city staff
- Incorporate comments from city staff
- Submit final GHG report to EPA
- Prepare report documentation for recordkeeping

Annual Volume Report

The annual volume report required by TCEQ is to be prepared and submitted following the end of the state's fiscal year. Due to this regulatory timeframe, this task will be performed for the previous year, but charged to the current fiscal year. For example, 2013's annual report will be charged to the FY2014 task.

PSC will retain services of a surveying firm to perform a topographic survey of the active portions of your landfill. The proposed surveying fee is hourly, not to exceed the amount shown for each respective fiscal year. The surveying fee is structured in this manner due to the unknown working face footprints in

Cell 7 and outside of Cell 2. Previous surveys have been in areas of known size since waste was only being placed in Cell 2. Currently, waste is being placed not only in Cell 2, but also in Cells 1, 3, and 4.

Upon receipt of survey data, PSC will analyze the previous year's waste data and determine compaction rates, waste acceptance rates, and life projections of currently active cells. Our fee is based on the following scope of services:

- Subconsultant to perform topographic survey of active portions
- Determine waste volume in place from previous operating year
- Calculate compaction and waste acceptance rates
- Determine projected life of active cells
- Prepare summary of data for use by city staff
- Complete TCEQ annual report form
- Submit annual report form to TCEQ

Groundwater Monitoring

Groundwater monitoring will continue at Midland's landfill until the site has completed the post-closure care period. PSC will perform the following services for groundwater monitoring at your landfill. These services include the first semi-annual monitoring event and second quarter background monitoring event.

- Sample monitoring wells in detection or background monitoring
- Laboratory testing of samples for associated constituents
- Compile and submit electronic files to TCEQ
- Perform statistical analysis of testing results
- Prepare and submit analytical reports to TCEQ
- Create background database update report

Our proposed fees for groundwater monitoring vary based on the number of wells being sampled, which wells are in background or detection, and the addition of one new monitor well. The fee for groundwater monitoring does not include additional assessment monitoring, sampling or testing, verification re-sampling or testing, or compiling and submitting alternate source demonstrations. Any of these items will be addressed on an as-needed basis should they occur.

Groundwater Monitoring – Last 2014/2015/2016 Events

Although the physical groundwater monitoring activities occur in their respective fiscal years, billing for the last events occurs in the next fiscal year. This line item is for the second semiannual and fourth quarter background events of FY 2013, FY 2014, and FY 2015 which will be billed in FY 2014, FY 2015, and FY 2016, respectively. Our fee is based on the following scope of services:

- Sample monitoring wells in detection or background monitoring
- Laboratory testing of samples for associated constituents
- Compile and submit electronic files to TCEQ
- Perform statistical analysis of testing results

- Prepare and submit analytical reports to TCEQ
- Create background database update report

Our proposed fees for groundwater monitoring vary based on the number of wells being sampled, which wells are in background or detection, and the addition of one new monitor well. The fee for groundwater monitoring does not include additional assessment monitoring, sampling or testing, verification re-sampling or testing, or compiling and submitting alternate source demonstrations.

NMOC Tier II Testing

To remain in compliance with state and federal regulations, NMOC Tier II testing needs to be completed no later than April 2014. No more than 50 landfill gas samples will be taken from the landfill and analyzed by an air testing laboratory. PSC will review the results of the analysis and calculate updated NMOC emissions rates. Our fee is based on the following scope of services:

- Perform field survey to locate sample locations
- Collect 50 landfill gas samples from areas with waste greater than two years old
- Analyze gas samples for required compounds
- Perform NMOC emission calculations
- Prepare NMOC report for review by city staff
- Submit necessary documentation to regulatory agencies

New Groundwater Monitoring Well MW-21

In accordance with your facility's permit, new monitor wells must be installed when waste cells are developed within 1,500-feet of a proposed well. Due to the construction of Cell 7 (to be completed in fall 2013), monitor well MW-21 needs to be installed. Background sampling will be initiated upon completion of construction. Fees for background sampling are included in the Groundwater Monitoring tasks. It should be noted that no permit modification is necessary for installation of this well. Fees for new groundwater monitoring well MW-21 include construction costs. Our scope of services for installation of MW-21 is as follows:

- Engineering services associated with design, bid, and construction phases
- Perform field survey for staking of well location
- Monitoring of well installation process
- Perform field survey for verification of well location
- Prepare Monitor Well Installation Report for review by city staff
- Submit necessary documentation to regulatory agencies

Miscellaneous Services

Occasionally there are additional tasks that PSC is requested to perform. These tasks do not generally fit into one of the tasks previously describe. In order to budget for these additional tasks, we propose this miscellaneous task as an hourly rate, not to exceed the amount shown for each fiscal year and based on ten hours per month for each month. This task will only be used for those instances that do not justifiably pertain to a certain task described in this letter.

Mr. Morris Williams, Jr.
City of Midland

Page 5

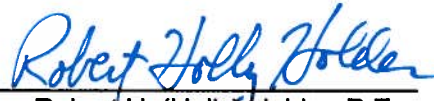
September 9, 2013

We appreciate the opportunity to provide engineering services to the City of Midland to help maintain your municipal solid waste operations. We would be happy to discuss these services in more detail at your convenience.

If you need any additional information, please call me or Travis McCoy at (806) 473-2200.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By 
Robert H. (Holly) Holder, P.E.
Sector Director – Public Works

cc: Ms. Jill Reed, P.E., City of Midland

RHH/TMM/lf

\\Data1\OH\ISectors\Public Works - Solid Waste Management\Pending Projects\Midland Misc\mw_miscfy14-16_rhh.docx



City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 22, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Consider an ordinance on second reading on a request by Midland Community Development Corporation to vacate a 10-foot portion of Elm Avenue right-of-way (Generally located on both sides of Elm Avenue, between Tyler and Carver Streets).

Purpose:

Consider an ordinance on second reading on a request by Midland Community Development Corporation to vacate a 10-foot portion of Elm Avenue right-of-way

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

MCDC has submitted a replat of lots along Elm Street. This plat includes moving Elm Street 10 feet farther south to increase the lot depths between Elm Street and Scharbauer Draw. The City Council approved this ordinance on first reading on July 10, 2012, conditioned upon the submittal of a final plat. The final plat will dedicate compensating street and drainage channel right-of-way. We have now received this final plat, in proper form for final plat approval. The value of the vacated right-of-way is \$2,312. However, the value of the right-of-way being dedicated with this plat exceeds the value of that being vacated. With this final plat in hand, it is now appropriate to consider this ordinance on second and final reading.

ORDINANCE NO.

AN ORDINANCE VACATING AND ABANDONING A 0.3863-PORTION OF ELM AVENUE RIGHT-OF-WAY ADJACENT TO LOTS 1-12, BLOCK 8, AND A 0.1445-ACRE PORTION OF ELM AVENUE RIGHT-OF-WAY ADJACENT TO LOTS 11-13, BLOCK 7, ALL OUT OF LYNDSIDE NEIGHBORHOOD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON BOTH THE NORTH AND SOUTH SIDES OF ELM AVENUE BETWEEN NORTH TYLER STREET AND NORTH CARVER STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF \$2,312.00; 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 0.3863-acre portion of Elm Avenue right-of-way adjacent to Lots 1-12, Block 8, and a 0.1445-acre portion of Elm Avenue right-of-way adjacent to Lots 11-13, Block 7, all out of Lynside Neighborhood Addition, 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 \$2,312.00 , as shown in Exhibit "C" 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 light of the abutting property owner's status as a nonprofit organization and the abutting property owner's dedication of right-of-way to the City in connection with the replat of this area; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate

the right-of-way described herein, and to retain a general utility easement;

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

SECTION ONE. That the 0.3863-acre portion of Elm Avenue right-of-way adjacent to Lots 1-12, Block 8, and the 0.1445-acre portion of Elm Avenue right-of-way adjacent to Lots 11-13, Block 7, all out of Lynside Neighborhood Addition, City and County of Midland, Texas, as described in Exhibits “A” and “B” 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.

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., 2012; 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., 2012, at a regular

meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Jim Nichols, Assistant City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

PROPERTY DESCRIPTION
(PORTION OF ELM AVENUE TO BE VACATED)
(VACATION #2)

STATE OF TEXAS:

COUNTY OF MIDLAND:

DESCRIPTION OF A 0.3863 ACRE PARCEL OF LAND BEING A PORTION OF ELM AVENUE, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO WIT:

BEGINNING AT A SET 1/2" REINFORCED BAR BEING THE SE CORNER OF THIS PARCEL, FROM WHICH THE CITY OF MIDLAND GPS PT. "E89-7505" LOCATED AT THE INTERSECTION OF WADLEY AVE AND FAIRGROUNDS ROAD BEARS N25°35'51"E., 5,980.90 FEET;

THENCE IN A NORTHWESTERLY DIRECTION WITH THE CURVED LINE HAVING A RADIUS OF 72.50 FEET, AN ARCH DISTANCE OF 58.96 FEET, (CURVE DATA AS FOLLOWS: CHORD DISTANCE 57.34 FEET, CHORD BEARING N67°59'52.91"W, DELTA 46°35'29.40", TANGENT 31.22 FEET) TO AN ANGLE POINT;

THENCE IN A NORTHWESTERLY DIRECTION WITH THE CURVED LINE HAVING A RADIUS OF 836.10 FEET, AN ARCH DISTANCE OF 429.96 FEET, (CURVE DATA AS FOLLOWS: CHORD DISTANCE 425.24 FEET, CHORD BEARING N59°26'4"W, DELTA 29°27'51.84", TANGENT 219.85 FEET) TO AN ANGLE POINT;

THENCE IN A SOUTHWESTERLY DIRECTION WITH THE CURVED LINE HAVING A RADIUS OF 574.50 FEET, AN ARCH DISTANCE OF 404.67 FEET, (CURVE DATA AS FOLLOWS: CHORD DISTANCE 396.36 FEET, CHORD BEARING S85°48'44.45"W, DELTA 40°21'29.88", TANGENT 211.14 FEET) TO AN ANGLE POINT;

THENCE N72°25'13.44"W A DISTANCE OF 22.10 FEET TO AN ANGLE POINT FOR THE SW CORNER OF THIS PARCEL;

THENCE IN A NORTHEASTERLY DIRECTION WITH THE CURVED LINE HAVING A RADIUS OF 589.50 FEET, AN ARCH DISTANCE OF 431.67 FEET, (CURVE DATA AS FOLLOWS: CHORD DISTANCE 422.09 FEET, CHORD BEARING N85°0'48.69"E, DELTA 41°57'21.24", TANGENT 226.03 FEET) TO AN ANGLE POINT;

THENCE IN A SOUTHEASTERLY DIRECTION WITH THE CURVED LINE HAVING A RADIUS OF 851.10 FEET, AN ARCH DISTANCE OF 103.76 FEET, (CURVE DATA AS FOLLOWS: CHORD DISTANCE 103.69 FEET, CHORD BEARING S70°40'16.77"E, DELTA 6°59'6", TANGENT 51.94 FEET) TO AN ANGLE POINT;

THENCE S62°4'26.03"E A DISTANCE OF 341.86 FEET TO AN ANGLE POINT FOR THE SW CORNER OF THIS PARCEL;

THENCE S14°50'E 59.71 FEET TO THE PLACE OF BEGINNING AND SAID PARCEL CONTAINING IN ALL 16,827.13 SQUARE FEET OF 0.3863 ACRES OF LAND.

Hong Sioe Oey 5/2/12
Hong Sioe Oey, RPLS No. 3454
(Not a Ground Survey)



EXHIBIT A

CASE NO. V-12-002 25.5

PROPERTY DESCRIPTION
(PORTION OF ELM AVENUE TO BE VACATED)
(VACATION #1)

STATE OF TEXAS:

COUNTY OF MIDLAND:

DESCRIPTION OF A 0.1445 ACRE PARCEL OF LAND BEING A PORTION OF ELM AVENUE, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO WIT:

BEGINNING AT A FOUND 1/2" REINFORCED BAR BEING THE SE CORNER OF THIS PARCEL, SAME BEING THE NE CORNER OF LOT 14A, LYNDSIDE NEIGHBORHOOD, SECTION 5, AND IN THE WEST RIGHT OF WAY OF NORTH CARVER STREET, AND FROM WHICH THE CITY OF MIDLAND GPS PT. "E89-7505" LOCATED AT THE INTERSECTION OF WADLEY AVE AND FAIRGROUNDS ROAD BEARS N.20°49'49"E., 946.86 FEET, N.76°52'39"E., 3224.47 FEET, N.13°41'54"W., 4074.10 FEET;

THENCE S61°40'52"W 22.73 FEET TO A POINT FOR THE SW CORNER OF THIS PARCEL IN THE SOUTH RIGHT-OF-WAY LINE OF ELM AVENUE;

THENCE IN A NORTHWESTERLY DIRECTION WITH THE CURVED NORTH RIGHT-OF-WAY LINE OF SAID ELM AVENUE HAVING A RADIUS OF 791.10 FEET, AN ARCH DISTANCE OF 177.71 FEET, (CURVE DATA AS FOLLOWS: CHORD DISTANCE 177.34 FEET, CHORD BEARING N34°55'17"W, DELTA 12°52'14.52", TANGENT 89.23 FEET) TO A POINT FOR THE NW CORNER OF THIS PARCEL;

THENCE IN A SOUTHEASTERLY DIRECTION WITH THE CURVED LINE HAVING A RADIUS OF 127.50 FEET, AN ARCH DISTANCE OF 69.52 FEET, (CURVE DATA AS FOLLOWS: CHORD DISTANCE 68.66 FEET, CHORD BEARING S81°33'4"E, DELTA 31°14'25.80", TANGENT 35.65 FEET) TO AN ANGLE POINT;

THENCE S59°48'25"E A DISTANCE OF 28.21 FEET TO A POINT ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH CARVER STREET FOR THE NE CORNER OF THIS PARCEL;

THENCE S14°50'E 114.15 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF CARVER STREET TO THE PLACE OF BEGINNING AND SAID PARCEL CONTAINING IN ALL 6,292.29 SQUARE FEET OR 0.1445 ACRES OF LAND.

Hong Sioe Oey 5/2/12

Hong Sioe Oey, RPLS No. 3454

(This is not a ground survey)



EXHIBIT B

CASE NO. 11-12002



Office of
City Manager

300 N. Loraine
P.O. Box 1152
Midland, TX 79702-1152

432.685.7203
Fax 432.686.1600

June 29, 2012

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.3863-acre portion of Elm Avenue right-of-way adjacent to Lots 1-12, Block 8, and a 0.1445-acre portion of Elm Avenue right-of-way adjacent to Lots 11-13, Block 7, all out of Lynside Neighborhood Addition, 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 \$2,312.00.

Very truly yours,

Courtney Sharp
City Manager

Exhibit "C"

CITY OF MIDLAND
Transportation Division

APPLICATION TO VACATE RIGHT-OF-WAY

- I. Application is hereby made to the City Council to vacate the following public right-of-way or easement:
Area #1 0.1445 Acres Parcel of Land out of Elm Avenue.
Area #2 0.3863 Acres Parcel of Land out of Elm Avenue.
- II. Reason for Request: Area #1 to be added to Lots 11 through 13, Block 7 and
Area #2 to be added to Lots 1 through 12, Block 8, Lynside
Neighborhood, to enlarge lots.
Lots.
- III. Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way:
Will have no affect on public welfare.

IV. REQUIRED ITEMS:

1. Applicant(s) Information: (Attach extra sheets as necessary.)

Name: Midland Community Development Corporation / David Diaz

Address: 208 S. Marienfeld Phone: 432-682-2520

Street

Midland

City

TX

State

79701

Zip Code

2. Metes and bounds description of property to be vacated including total square feet of vacation.
3. Map showing:
- Property to be vacated and its relationship to the applicant's property
 - Lot and block numbers of all adjacent tracts
 - Current zoning of all adjacent tracts
4. Letter(s) of Concurrence signed by adjacent property owner(s). (See attached)
5. Application Fee: **\$300.00**

Required items attached? Date Received: 1. ____ 2. ____ 3. ____ 4. ____ 5. ____

The City of Midland will take no action on this request, until items 1-5 are received.

- V. Clearance is needed from the following utility companies: City of Midland / Atmos Energy

Caprock Energy / Oncor Electric / AT&T / Suddenlink Cable TV Co. / Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained and to work out any issues that may arise.

VI. Policies:

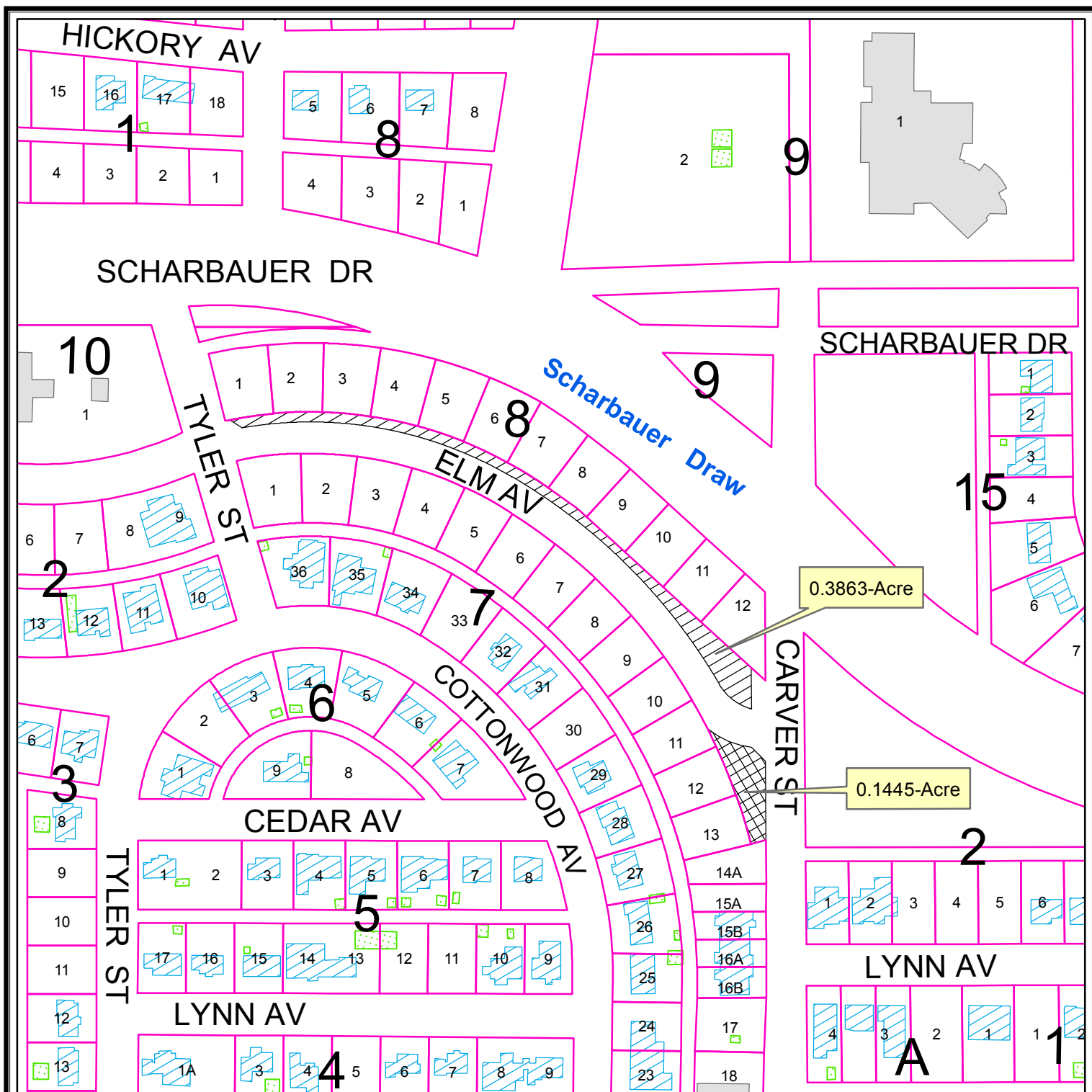
1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.
2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:
 - a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.
 - b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 1,000 feet of the affected right-of-way.
 - c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signature of applicant: *Don Diaz*

Date: 2/8/2012

****Application will not be considered for scheduling until all required items are reviewed by City Staff.****

FOR OFFICE USE ONLY	
Rec'd. By: _____	Date: _____
Assigned: _____	
For: _____	On: _____



LOCATION MAP

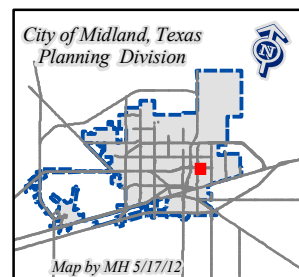
V - 12 - 002

Scale: 1" = 200'

Consider a request for the vacation of a 0.1445-acre portion of the right-of-way of Elm Avenue adjacent to Lots 11 thru 13, Block 7; and of a 0.3863-acre portion of the right-of-way of Elm Avenue adjacent to Lots 1 thru 12, Block 8; all out of Lynside Neighborhood, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS
- 0.3863-ACRE VACATION
- 0.1445-ACRE VACATION



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City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 22, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Consider an ordinance on second reading on a City-Initiated proposal for a zone change from MH, Manufactured Home District and 1F-3, One-Family Dwelling District to PD, Planned District for a Housing Development on Lot 1A, Block 5, and Lots 2A – 5A, & 7A, Block 4, Bizzell-Kiser, Section 5; Lot 6B, Block 4, Bizzell-Kiser, Section 6; a 0.45-acre portion of Tract 4, Bizzell-Kiser; Lots 10A - 16A, Block 7, Bizzell-Kiser, Section 5; a 0.145-acre portion of Tract 7, Bizzell-Kiser; all of Block 3, Bizzell-Kiser, Sections 4 & 5; Lots 1A, 10A - 12A, Block 4, Bizzell-Kiser, Section 5; Lots 8B & 9B, Block 4, Bizzell-Kiser, Section 6; Lot 2A, Block 5, Bizzell-Kiser, Section 5; Lots 1A - 3A, 5A - 9A, 12A - 22A, Block 6, Bizzell-Kiser, Section 5; Lots 10A & 11A, Block 6, Bizzell-Kiser, Section 4; a 0.166-acre portion of Tract 6, Bizzell-Kiser; Lots 1A & 2A, Block 7, Bizzell-Kiser, Section 4; Lots 3A - 9A, Block 7, Bizzell-Kiser, Section 5; 0.656-acre portions of Tract 7, Bizzell-Kiser; Lots 1A - 4A, Block 9, Bizzell-Kiser, Section 4; a 0.45-acre portion of Tract 9, Bizzell-Kiser; all of Block 10, Bizzell-Kiser, Section 4; Lots 1A - 7A, Block 11, Bizzell-Kiser, Section 4; Lot 8A, Block 11, Bizzell-Kiser, Section 5; a 0.87-acre portion of Tract 11, Bizzell-Kiser; all of Block 12, Bizzell-Kiser, Section 4; Lots 1A - 21A, Block 13, Bizzell-Kiser, Section 7; Lots 22B & 23B, Block 13, Bizzell-Kiser, Section 8; Lots 1A - 18A, Block 14, Bizzell-Kiser, Section 4; a 0.18-acre portion of Tract 14, Bizzell-Kiser; and Blocks 45 & 46, Belmont Addition; and all adjacent and previously vacated rights-of-way, City and County of Midland, Texas (Generally located between Baird and Terrell Streets, and Gist and Longview Avenues, District 2)

Purpose:

Consider an ordinance on a City-Initiated proposal for a zone change from MH, Manufactured Home District and 1F-3, One-Family Dwelling District to PD, Planned District for a Housing Development on Lot 1A, Block 5, and Lots 2A – 5A, & 7A, Block 4, Bizzell-Kiser, Section 5; Lot 6B, Block 4, Bizzell-Kiser, Section 6; a 0.45-acre portion of

Tract 4, Bizzell-Kiser; Lots 10A - 16A, Block 7, Bizzell-Kiser, Section 5; a 0.145-acre portion of Tract 7, Bizzell-Kiser; all of Block 3, Bizzell-Kiser, Sections 4 & 5; Lots 1A, 10A - 12A, Block 4, Bizzell-Kiser, Section 5; Lots 8B & 9B, Block 4, Bizzell-Kiser, Section 6; Lot 2A, Block 5, Bizzell-Kiser, Section 5; Lots 1A - 3A, 5A - 9A, 12A - 22A, Block 6, Bizzell-Kiser, Section 5; Lots 10A & 11A, Block 6, Bizzell-Kiser, Section 4; a 0.166-acre portion of Tract 6, Bizzell-Kiser; Lots 1A & 2A, Block 7, Bizzell-Kiser, Section 4; Lots 3A - 9A, Block 7, Bizzell-Kiser, Section 5; 0.656-acre portions of Tract 7, Bizzell-Kiser; Lots 1A - 4A, Block 9, Bizzell-Kiser, Section 4; a 0.45-acre portion of Tract 9, Bizzell-Kiser; all of Block 10, Bizzell-Kiser, Section 4; Lots 1A - 7A, Block 11, Bizzell-Kiser, Section 4; Lot 8A, Block 11, Bizzell-Kiser, Section 5; a 0.87-acre portion of Tract 11, Bizzell-Kiser; all of Block 12, Bizzell-Kiser, Section 4; Lots 1A - 21A, Block 13, Bizzell-Kiser, Section 7; Lots 22B & 23B, Block 13, Bizzell-Kiser, Section 8; Lots 1A - 18A, Block 14, Bizzell-Kiser, Section 4; a 0.18-acre portion of Tract 14, Bizzell-Kiser; and Blocks 45 & 46, Belmont Addition; and all adjacent and previously vacated rights-of-way, City and County of Midland, Texas

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

This proposal affects 58 acres of an 81-acre tract that the City Council annexed in 2009, and is generally known as the “Window Pane” area. This item was presented to the City Council on July 9, 2013, at which time it was denied. The staff has continued to study this area, and have amended our original recommendation to include additional conditions intended to give additional assurances of the quality of development envisioned by the proposal.

This neighborhood is clearly in need of improvements. This area contains a wide variety of nuisances and public health hazard. Without a long-term plan and prioritization of addressing all of these issues, it will remain a difficult area to attract infill development. The objective of this Planned District is to ease the development standards of the majority of the 1F-3, One-Family Dwelling District, to permit either a single manufactured home or a stick-built home to be constructed on any lot throughout the neighborhood with the provision that the lots are platted to Subdivision Code required sizes, any necessary public improvements are made or deferred, and that the manufactured home meet certain standards as outlined in the requirements recommended for this Planned District for a Housing Development. The City Council approved this ordinance on October 8, 2013, and it now appropriate to consider it on second and final reading.

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 1A, BLOCK 5, AND LOTS 2A-5A AND 7A, BLOCK 4, BIZZELL-KISER, SECTION 5, AND LOT 6B, BLOCK 4, BIZZELL-KISER, SECTION 6, AND A 0.45-ACRE PORTION OF TRACT 4, BIZZELL-KISER, AND LOTS 10A-16A, BLOCK 7, BIZZELL-KISER, SECTION 5, AND A 0.145-ACRE PORTION OF TRACT 7, BIZZELL-KISER, AND ALL OF BLOCK 3, BIZZELL-KISER, SECTIONS 4 AND 5, AND LOTS 1A, 10A-12A, BLOCK 4, BIZZELL-KISER, SECTION 5, AND LOTS 8B AND 9B, BLOCK 4, BIZZELL-KISER, SECTION 6, AND LOT 2A, BLOCK 5, BIZZELL-KISER, SECTION 5, AND LOTS 1A-3A, 5A-9A, 12A-22A, BLOCK 6, BIZZELL-KISER, SECTION 5, AND LOTS 10A AND 11A, BLOCK 6, BIZZELL-KISER, SECTION 4, AND A 0.166-ACRE PORTION OF TRACT 6, BIZZELL-KISER, AND LOTS 1A AND 2A, BLOCK 7, BIZZELL-KISER, SECTION 4, AND LOTS 3A-9A, BLOCK 7, BIZZELL-KISER, SECTION 5, AND A 0.656-ACRE PORTION OF TRACT 7, BIZZELL-KISER, AND LOTS 1A-4A, BLOCK 9, BIZZELL-KISER, SECTION 4, AND A 0.45-ACRE PORTION OF TRACT 9, BIZZELL-KISER, AND ALL OF BLOCK 10, BIZZELL-KISER, SECTION 4, AND LOTS 1A-7A, BLOCK 11, BIZZELL-KISER, SECTION 4, AND LOT 8A, BLOCK 11, BIZZELL-KISER, SECTION 5, AND A 0.87-ACRE PORTION OF TRACT 11, BIZZELL-KISER, AND ALL OF BLOCK 12, BIZZELL-KISER, SECTION 4, AND LOTS 1A-21A, BLOCK 13, BIZZELL-KISER, SECTION 7, AND LOTS 22B AND 23B, BLOCK 13, BIZZELL-KISER, SECTION 8, AND LOTS 1A-18A, BLOCK 14, BIZZELL-KISER, SECTION 4, AND A 0.18-ACRE PORTION OF TRACT 14, BIZZELL-KISER, AND BLOCKS 45 AND 46, BELMONT ADDITION, AND ALL ADJACENT AND PREVIOUSLY VACATED RIGHTS-OF-WAY, CITY AND COUNTY OF MIDLAND, TEXAS, AND MORE SPECIFICALLY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED MH, MANUFACTURED HOME DWELLING DISTRICT, IN PART, AND 1F-3, ONE-FAMILY DWELLING DISTRICT, IN PART, TO BE USED AS A PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED SOUTH OF EAST GIST AVENUE, BETWEEN SOUTH MAIN STREET AND SOUTH TERRELL STREET); 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 PD, 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 MH, Manufactured Home Dwelling District, in part, and 1F-3, One-Family Dwelling District, in part, and it shall be used as a PD, Planned District for a Housing Development, subject to the special conditions and restrictions hereinafter set out, said property being described as follows:

Lot 1A, Block 5, and Lots 2A-5A and 7A, Block 4, Bizzell-Kiser, Section 5, and Lot 6B, Block 4, Bizzell-Kiser, Section 6, and a 0.45-acre portion of Tract 4, Bizzell-Kiser, and Lots 10A-16A, Block 7, Bizzell-Kiser, Section 5, and a 0.145-acre portion of Tract 7, Bizzell-Kiser, and all of Block 3, Bizzell-Kiser, Sections 4 and 5, and Lots 1A, 10A-12A, Block 4, Bizzell-Kiser, Section 5, and Lots 8B and 9B, Block 4, Bizzell-Kiser, Section 6, and Lot 2A, Block 5, Bizzell-Kiser, Section 5, and Lots 1A-3A, 5A-9A, 12A-22A, Block 6, Bizzell-Kiser, Section 5, and Lots 10A and 11A, Block 6, Bizzell-Kiser, Section 4, and a 0.166-acre portion of Tract 6, Bizzell-Kiser, and Lots 1A and 2A, Block 7, Bizzell-Kiser, Section 4, and Lots 3A-9A, Block 7, Bizzell-Kiser, Section 5, and a 0.656-acre portion of Tract 7, Bizzell-Kiser, and Lots 1A-4A, Block 9, Bizzell-Kiser, Section 4, and a 0.45-acre portion of Tract 9, Bizzell-Kiser, and all of Block 10, Bizzell-Kiser, Section 4, and Lots 1A-7A, Block 11, Bizzell-Kiser, Section 4, and Lot 8A, Block 11, Bizzell-Kiser, Section 5, and a 0.87-acre portion of Tract 11, Bizzell-Kiser, and all of Block 12, Bizzell-Kiser, Section 4, and Lots 1A-21A, Block 13, Bizzell-Kiser, Section 7, and Lots 22B and 23B, Block 13, Bizzell-Kiser, Section 8, and Lots 1A-18A, Block 14, Bizzell-Kiser, Section 4, and a 0.18-acre portion of Tract 14, Bizzell-Kiser, and Blocks 45 and 46, Belmont Addition, and all adjacent and previously vacated rights-of-way, 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 said property shall be subject to the following special conditions and restrictions:

1. That this planned district shall be subject to the regulations of the 1F-3, One-Family Dwelling District, except as stated below.
2. That a single manufactured home may be installed on any lot throughout the planned district with the provision that the lot is platted and conforms to City of Midland Zoning Code required dimensions, including a minimum 50-foot lot width; in addition:
 - a. Setbacks shall be a minimum of 20 feet for the front yard, 5 feet for the side yard, and 10 feet for the rear yard. The corner lot side yard setback on the street side shall be a minimum of 10 feet;
 - b. One manufactured home per lot is allowed with individual water and sewer connection;
 - c. Building permits are required prior to installation and inspections prior to occupancy;
 - d. Building permits are required for any modifications on or about the manufactured home, covered porches, etc.;
 - e. No structural modifications may be made to the manufactured home (i.e., partitioning a manufactured home into separate dwelling units, creation of separate entrances, etc., for the purpose of creating more than a single dwelling unit on one platted lot);
 - f. The manufactured home shall be no more than ten (10) years old at the time of placement on a lot, unless approval is granted prior to placement by the City Manager or his designee. Approval criteria shall be based on the manufactured home’s appearance and structural integrity;
 - g. The manufactured home shall have a pitched roof, shingled or standing seam metal roof;
 - h. Skirting of the manufactured home shall be brick, stone, or siding that matches the manufactured home;
 - i. Entrance landing and steps shall be made to appear to be integral to the manufactured home;
 - j. All lots must have a minimum of two paved/concrete parking spaces, 400 square feet minimum, accessible from the street (no vehicular access allowed from the alley), and a parking pad to be installed in conjunction with the manufactured home installation;
 - k. Driveway approaches shall be asphalt pavement or caliche, or as

approved by City of Midland Engineering Services Department; and

1. No travel trailer/RV shall be allowed on any lot.
3. Until the City of Midland improves all streets, curbs, gutters, and sidewalks, paved approach improvements may be deferred.
4. Dedication of right-of-way may be required on some streets not deemed to have adequate road width.
5. That individual lots shall not be subject to site plan review by the Planning and Zoning Commission or the City Council for the installation of a single manufactured home meeting the requirements set forth herein or a site-built home meeting the 1F-3, One-Family Dwelling District, regulations.
6. That sufficient right-of-way shall be dedicated before a residential building permit is issued.
7. That any subdivision of property requires approval of a planned district site plan in the same manner as required for a zone change.
8. That all City of Midland platting fees except for the Midland County recording fee shall be waived for any subdivision plat meeting the requirements of the 1F-3, One-Family Dwelling District.
9. That building permit fees for a new home meeting the 1F-3 District, One-Family Dwelling District, regulations shall be the same fee as charged for non-profit organizations.
10. That City of Midland Ordinance Nos. 8762 and 8767 are 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:

Robert Patrick, Assistant to the City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

For a 57.84 acre tract for re-zoning located in Section 2, Block 39, T-2-S, T & P RR Co. Survey, Midland County, Texas and being Blocks 45 and 46 of Belmont Addition and Tracts 3 thru 7 and Tracts 9 thru 14 of Bizzell-Kiser Addition as recorded in Vol. 88, Pg. 512 of the Midland County Deed Records and being more fully described as follows;

Beginning at a point at the centerline intersection of Main Street and Stokes Ave. in the City of Midland, Texas and having a coordinate of $X = 1,757,707.08$ ft., $Y = 10,687,678.51$ ft. a $\frac{1}{2}$ " diameter iron rod found the northeast corner of said Block 45 bears $N 84^{\circ} 09' 10'' E$ a distance of 207.19 ft.

Thence $N 75^{\circ} 49' 39'' E$ along the centerline of said Stokes Ave. a distance of 220.01 ft. to a point in Baird Street at the southeast corner of Tract C of Annexation Ordinance dated Dec. 23, 1952,

Thence $N 14^{\circ} 10' 05'' W$ along Baird Street and the east line of said Tract C a distance of 386.75 ft. to a point in Gist Ave.,

Thence $N 75^{\circ} 45' 49'' E$ along Gist Ave. a distance of 1434.43 ft. to a point in the west line of Terrell Street,

Thence $S 15^{\circ} 05' 17'' E$ along the west line of Terrell Street a distance of 1499.85 ft. to a point for the centerline of Longview Ave.,

Thence $S 75^{\circ} 46' 09'' W$ along the centerline of said Longview Ave. a distance of 730.89 ft. to a nail spike found for the centerline intersection of Longview Ave. and Fort Worth Street,

Thence $S 14^{\circ} 41' 26'' E$ along the centerline of said Fort Worth Street a distance of 297.27 ft. to a point in same,

Thence $S 75^{\circ} 45' 55'' W$ along the south line of Bizzell-Kiser Addition a distance of 694.39 ft. to a point in the east line of Baird Street,

Thence $N 14^{\circ} 10' 05'' W$ along the east line of said Baird Street a distance of 690.00 ft. to a point in same,

Thence $S 75^{\circ} 50' 05'' W$ crossing said Baird Street and continuing along the south line of said Block 46 in all a distance of 256.14 ft. to the southwest corner of said Block 46,

Thence $N 14^{\circ} 09' 10'' W$ along the said west line of Block 46 crossing Wolcott Ave. and continuing with the west line of said Block 45 in all a distance of 720.04 ft. to the place of beginning and containing 57.84 acres.

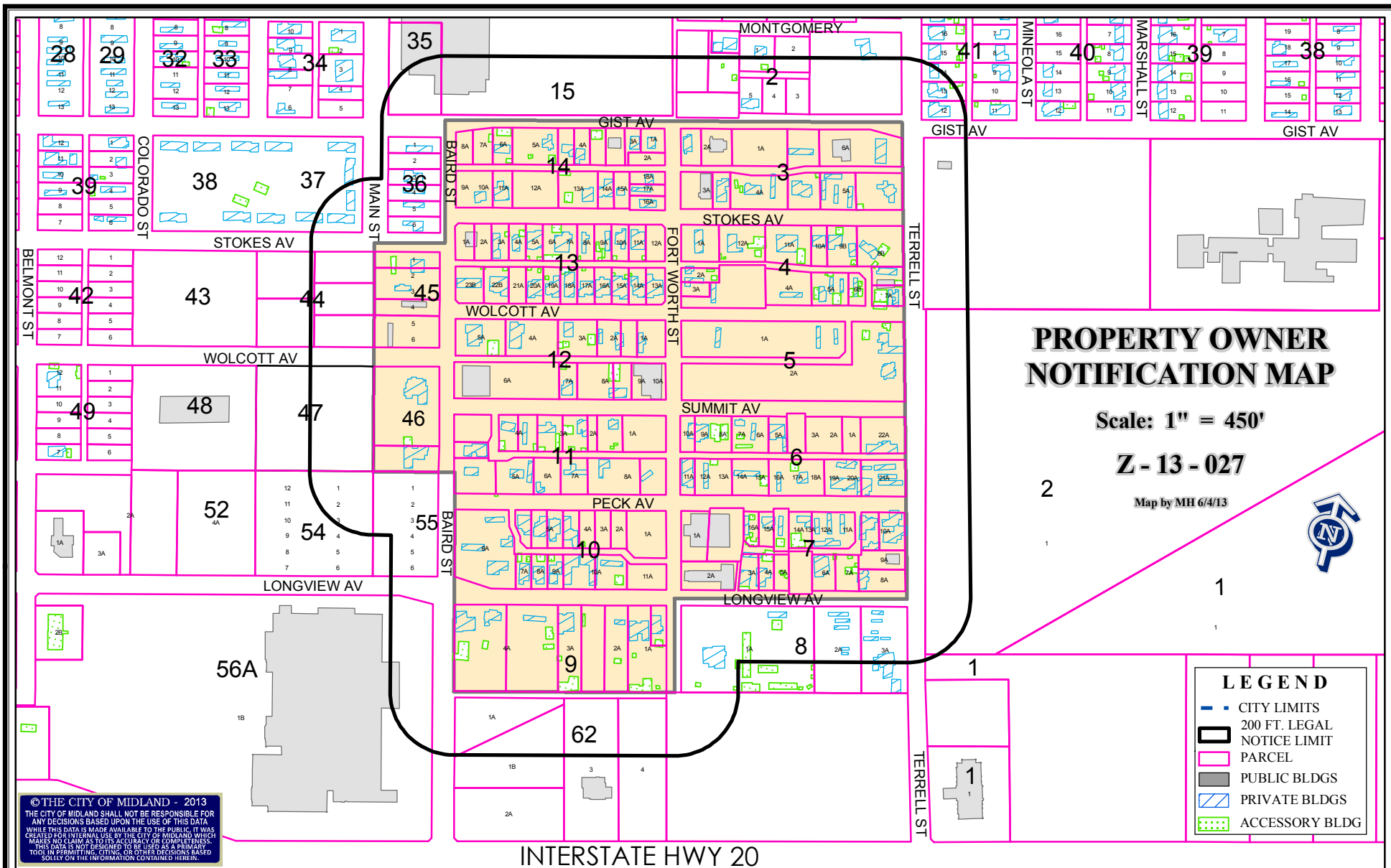
Bearings, distances and coordinates are based on the Texas State Coordinate System, Central Zone, NAD 83.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which is was prepared.

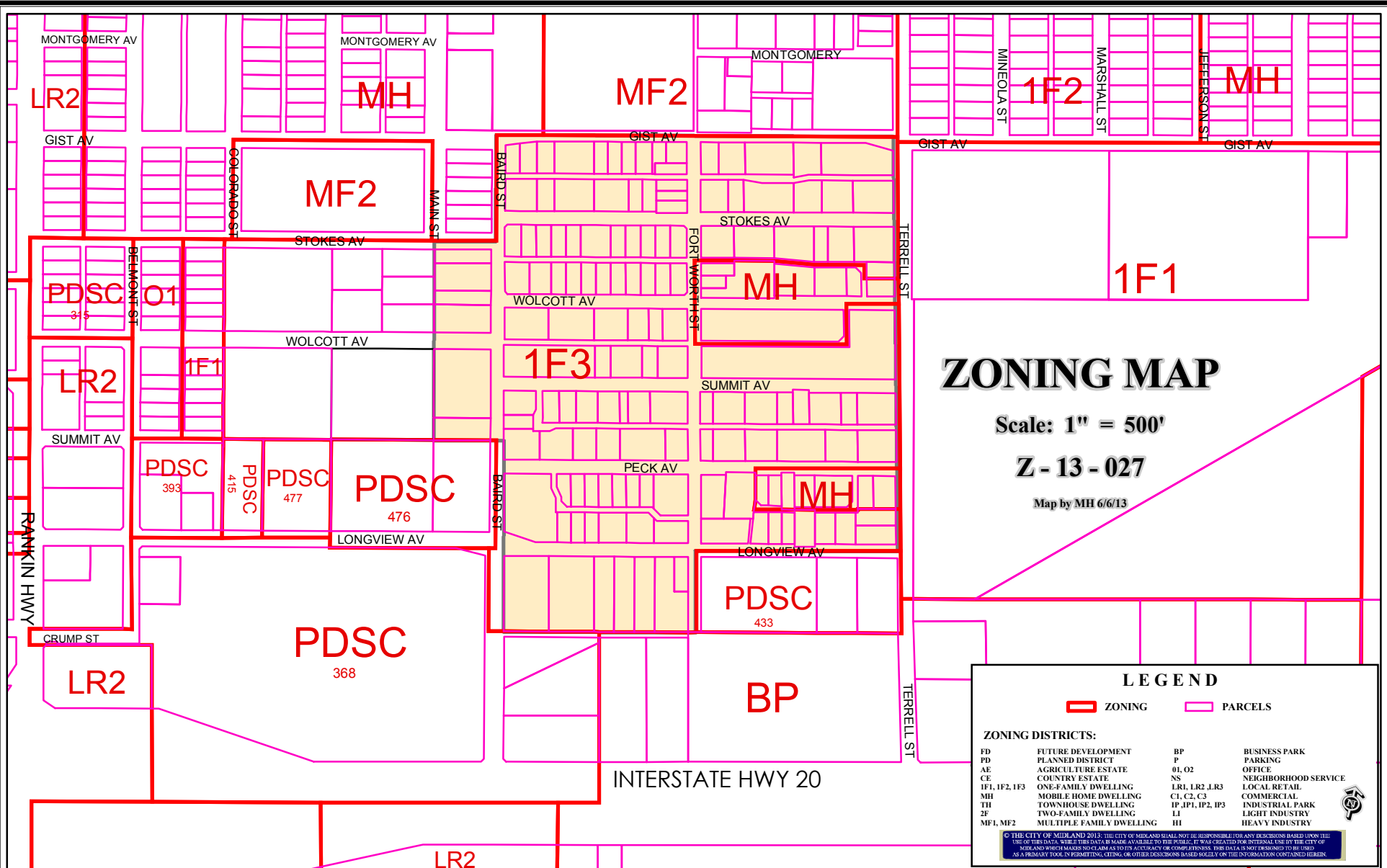


Richard A. Shelton 6-5-13
 Richard A. Shelton, RPLS 4356
 City of Midland, Texas
 432-685-7290

CASE NO. 2-13-027



Consider a City-Initiated proposal for a zone change from MH, Manufactured Home District on Lot 1A, Blk 5, and Lots 2A - 5A, & 7A, Blk 4, Bizzell-Kiser, Sec. 5; Lot 6B, Blk 4, Bizzell-Kiser, Sec. 6; a 0.45-acre portion of Tract 4, Bizzell-Kiser; from MH, Manufactured Home District on Lots 10A - 16A, Blk 7, Bizzell-Kiser, Sec. 5, a 0.145-acre portion of Tract 7, Bizzell-Kiser; and from 1F-3, One-Family Dwelling District on all of Block 3, Bizzell-Kiser; Sections 4 & 5; Lots 1A, 10A - 12A, Blk 4, Bizzell-Kiser, Sec. 5; Lots 8B & 9B, Blk 4, Bizzell-Kiser, Sec. 6; Lot 2A, Blk 5, Bizzell-Kiser, Sec. 5; Lots 1A - 3A, 5A - 9A, 12A - 22A, Blk 6, Bizzell-Kiser, Sec. 5; Lots 10A & 11A, Blk 6, Bizzell-Kiser, Sec. 4; a 0.166-acre portion of Tract 6, Bizzell-Kiser; Lots 1A & 2A, Blk 7, Bizzell-Kiser, Sec. 4; Lots 3A - 9A, Blk 7, Bizzell-Kiser, Sec. 5; 0.656-acre portions of Tract 7, Bizzell-Kiser; Lots 1A - 4A, Blk 9, Bizzell-Kiser, Sec. 4; a 0.45-acre portion of Tract 9, Bizzell-Kiser; all of Blk 10, Bizzell-Kiser, Sec. 4; Lots 1A - 7A, Blk 11, Bizzell-Kiser, Sec. 4; Lot 8A, Blk 11, Bizzell-Kiser, Sec. 5; a 0.87-acre portion of Tract 11, Bizzell-Kiser; all of Blk 12, Bizzell-Kiser, Sec. 4; Lots 1A - 21A, Blk 13, Bizzell-Kiser, Sec. 7; Lots 22B & 23B, Blk 13, Bizzell-Kiser, Sec. 8; Lots 1A - 18A, Blk 14, Bizzell-Kiser, Sec. 4; a 0.18-acre portion of Tract 14, Bizzell-Kiser; and on Blocks 45 & 46, Belmont Addition; and all adjacent and previously vacated rights-of-way, to PD, Planned District for Housing Development, City and County of Midland, Texas.



Consider a City-Initiated proposal for a zone change from MH, Manufactured Home District on Lot 1A, Blk 5, and Lots 2A - 5A, & 7A, Blk 4, Bizzell-Kiser, Sec. 5; Lot 6B, Blk 4, Bizzell-Kiser, Sec. 6; a 0.45-acre portion of Tract 4, Bizzell-Kiser; from MH, Manufactured Home District on Lots 10A - 16A, Blk 7, Bizzell-Kiser, Sec. 5, a 0.145-acre portion of Tract 7, Bizzell-Kiser; and from 1F-3, One-Family Dwelling District on all of Block 3, Bizzell-Kiser; Sections 4 & 5; Lots 1A, 10A - 12A, Blk 4, Bizzell-Kiser, Sec. 5; Lots 8B & 9B, Blk 4, Bizzell-Kiser, Sec. 6; Lot 2A, Blk 5, Bizzell-Kiser, Sec. 5; Lots 1A - 3A, 5A - 9A, 12A - 22A, Blk 6, Bizzell-Kiser, Sec. 5; Lots 10A & 11A, Blk 6, Bizzell-Kiser, Sec. 4; a 0.166-acre portion of Tract 6, Bizzell-Kiser; Lots 1A & 2A, Blk 7, Bizzell-Kiser, Sec. 4; Lots 3A - 9A, Blk 7, Bizzell-Kiser, Sec. 5; 0.656-acre portions of Tract 7, Bizzell-Kiser; Lots 1A - 4A, Blk 9, Bizzell-Kiser, Sec. 4; a 0.45-acre portion of Tract 9, Bizzell-Kiser; all of Blk 10, Bizzell-Kiser, Sec. 4; Lots 1A - 7A, Blk 11, Bizzell-Kiser, Sec. 4; Lot 8A, Blk 11, Bizzell-Kiser, Sec. 5; a 0.87-acre portion of Tract 11, Bizzell-Kiser; all of Blk 12, Bizzell-Kiser, Sec. 4; Lots 1A - 21A, Blk 13, Bizzell-Kiser, Sec. 7; Lots 22B & 23B, Blk 13, Bizzell-Kiser, Sec. 8; Lots 1A - 18A, Blk 14, Bizzell-Kiser, Sec. 4; a 0.18-acre portion of Tract 14, Bizzell-Kiser; and on Blocks 45 & 46, Belmont Addition; and all adjacent and previously vacated rights-of-way, to PD, Planned District for Housing Development, City and County of Midland, Texas.



City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 22, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Consider an ordinance on second reading on a request by Kevin Leary for a zone change from PD, Planned District for Recreation Center, to a Planned District for a Shopping Center on Lot 1, Block 2, Grandridge Park Addition, Section 1, City and County of Midland, Texas. (Generally located near the northwest corner of the intersection of N. Loop 250 West and Holiday Hill Road.) District – 1.

Purpose:

Consider an ordinance on second reading on a request by Kevin Leary for a zone change from PD, Planned District for Recreation Center, to a Planned District for a Shopping Center on Lot 1, Block 2, Grandridge Park Addition, Section 1, 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:

This property is on the northwest corner of N. Loop 250 West and Holiday Hill Road, the former site of a recreation center. The applicant is wishing to rezone the property from PD, Planned District for Recreation Center, to PD, Planned District for Shopping Center, in order to construct four retail buildings and a restaurant. The request conforms to City standards in terms of setback and height requirements. Access to the property will be through each of the surrounding streets: League Drive, Holiday Hill Drive, and Loop 250. Building materials for the front and rear will include stone veneer and EIFS, along with decorative metal panels used on the siding and for the roof. The

applicant had declined to provide the screening wall, and instead, architecturally enhanced the rear of the buildings and proposed landscaping for screening. City Council has approved this ordinance on first reading on October 8, 2013, and no changes have been made since that date. It is now appropriate for this ordinance to be approved on second and final reading.

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 1, BLOCK 2, GRANDRIDGE PARK ADDITION, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A RECREATION CENTER, TO BE USED AS A PD, PLANNED DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED NEAR THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH LOOP 250 WEST AND HOLIDAY HILL ROAD); 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 PD, Planned District for a Shopping Center, 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 Recreation Center, and it shall be used as a PD, Planned District for a Shopping Center, subject to the special conditions and restrictions hereinafter set out, said property being described as follows:

Lot 1, Block 2, Grandridge Park Addition, Section 1, 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 LR-2, Local Retail District, except where permitted otherwise.
2. That the development shall significantly conform to the conditions shown on Exhibits "A", "B", "D" and "E".
3. That the maximum height of all buildings shall not exceed 28.75 feet.
4. That the development shall meet all requirements of the Fire Department.
5. That the development shall meet all requirements of the Code Administration Division.
6. That all driveways shall meet all requirements of the Transportation Division.
7. That driveway approval by the Texas Department of Transportation shall be followed for any Loop 250 controlled-access frontage.
8. That signage shall be in compliance with the Revised Outdoor Sign Regulations of the Midland City Code.
9. That landscaping shall be considered illustrative, and shall be in compliance with the Landscape Regulations of the Midland City Code.
10. That the dumpster locations shall be considered illustrative and shall be determined by the Solid Waste Division. Dumpster screening shall conform to the Site Plan Review Standards of the Midland City Code.
11. That parking as well as Exhibits "C", "F" and "G" shall be considered illustrative.
12. That Section Four of City of Midland Ordinance No. 7463 is hereby repealed.

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:

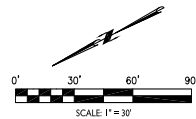
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant to the City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



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.

LEGEND

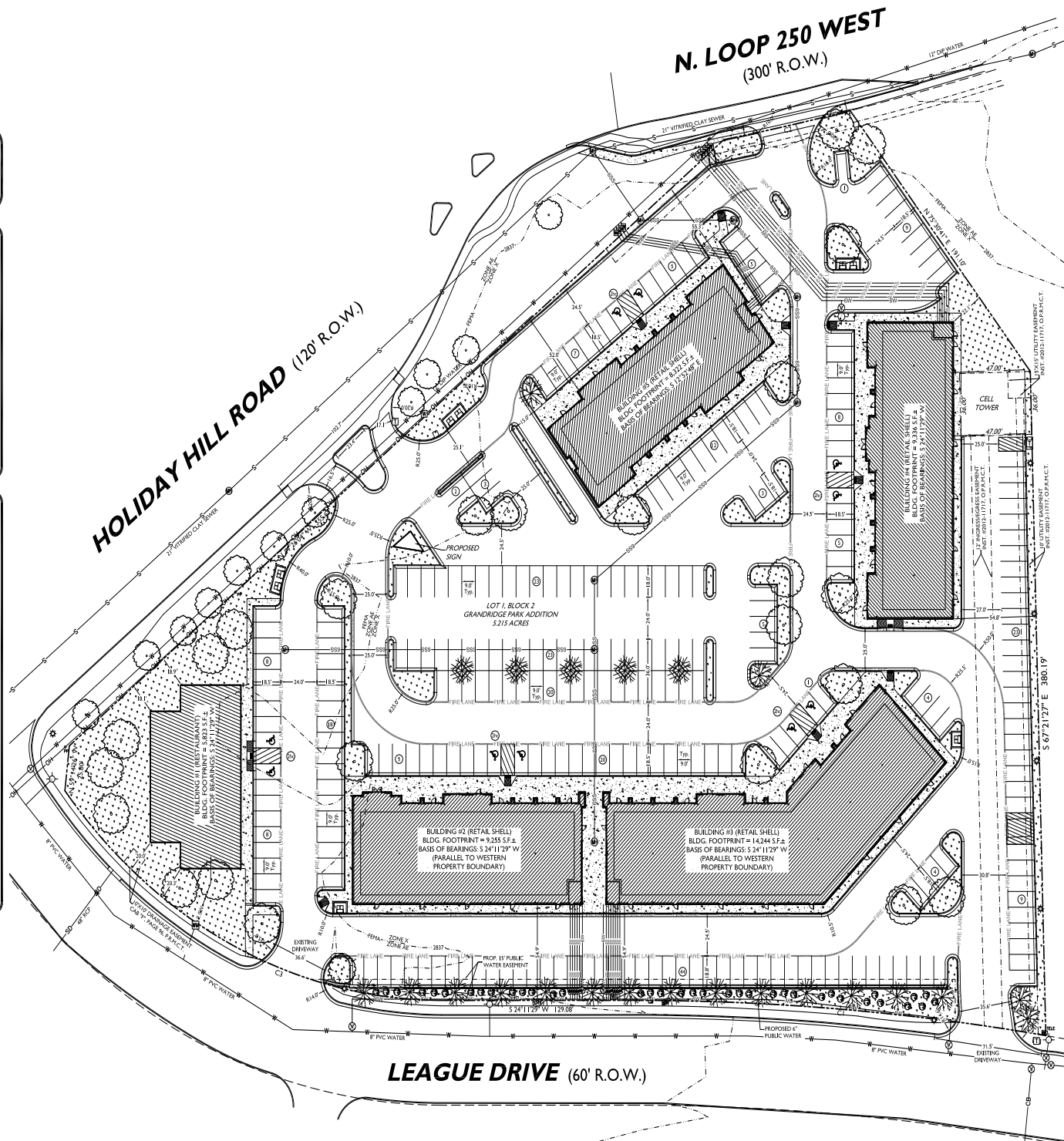
	DENOTES WATER METER		DENOTES EASEMENT LINE
	DENOTES WATER VALVE		DENOTES BOUNDARY LINE
	DENOTES FIRE HYDRANT		DENOTES WATER LINE
	DENOTES SEWER MAINHOLE		DENOTES SEWER LINE
	DENOTES POWER POLE		DENOTES STORM DRAIN LINE
	DENOTES STREET LIGHT		DENOTES OVERHEAD ELECTRIC LINE
	DENOTES GUY ANCHOR		DENOTES FENCE
	DENOTES TILE PIT		DENOTES PROPOSED SCREENING WALL
	DENOTES MAIL BOX		DENOTES PROPOSED 6" WATER LINE
	DENOTES SPRINKLER VALVE		DENOTES PROPOSED 6" SEWER LINE
	DENOTES TRANSFORMER		DENOTES FEMA FLOOD ZONE AE
	DENOTES SOUTHWESTERN BELL MANHOLE		DENOTES FIRE LANE
	DENOTES PROPOSED WATER METER		DENOTES PARKING SPACE COUNT
	DENOTES PROPOSED WATER VALVE		DENOTES PROPOSED SHRUB (INDIAN HAWTHORN)
	DENOTES PROPOSED FIRE HYDRANT		DENOTES PROPOSED TREE (YAUPON HOLLY)
	DENOTES PROPOSED SEWER MAINHOLE		

GENERAL:	SITE PLAN OF A PROPOSED 5.215 ACRE RETAIL SHOPPING CENTER IN NORTHWESTERN MIDLAND TEXAS, LOCATED AT THE NORTHWEST CORNER OF N. LOOP 250 WEST AND HOLIDAY HILL ROAD. THE DEVELOPMENT WILL BE A PLANNED DISTRICT, ZONED PD-C.
ACCESS:	- TWO EXISTING DRIVEWAYS OFF OF LEAGUE DRIVE WILL BE KEPT. - A MAIN ENTRANCE WILL BE LOCATED OFF OF HOLIDAY HILL ROAD. THE DRIVEWAY WILL BE DIMENSIONED AS SHOWN. - A DRIVEWAY FROM LOOP 250, IN COMBINATION WITH A DECELERATION LANE, WILL BE LOCATED NEAR THE SOUTHEAST CORNER OF THE SITE.
UTILITIES:	- THE SITE TO BE CONNECTED TO EXISTING UTILITIES LOCATED ALONG THE PERIMETER OF THE SITE. - AN ADDITIONAL 6" PUBLIC WATER LINE, INSIDE A 15' EASEMENT, TO BE BUILT ALONG LEAGUE DRIVE AS SHOWN. - PRIVATE WATER AND SEWER WILL BE EXTENDED AS SHOWN THROUGHOUT THE SITE.
BLDG HEIGHT:	- BUILDINGS WILL NOT EXCEED 1 STORY.
LANDSCAPE:	- LANDSCAPE AREA WILL TOTAL 20,204 S.F. (40 ACRES) (EQUAL TO 14.5% OF THE SITE). - 1,355 FT OF STREET FRONTAGE. 482 TREES ALONG FRONTAGE REQUIRED (1 TREE/50 FT) (12 TREES EXISTING, 12 ADDITIONAL TREES TO BE PLANTED FOR TOTAL OF 24). - 280 UNCOVERED SPACES - 15 PARKING LOT SHADE TREES REQUIRED (1 TREE / 15 SPACES UP TO 150, 1 TREE / 20 SPACES THEREAFTER) (14 SHOWN). - REMAINDER OF REQUIRED TREES TO BE PLANT INTO CITY OF MIDLAND PARKS DEPARTMENT'S TREE FUND.
PARKING:	- 5,820 S.F. RESTAURANT- 290 SEATS - 63 SPACES REQUIRED BY CITY CODE (1 SPACE / 4 SEATS) - 41,157 S.F. RETAIL - 206 PARKING SPACES REQUIRED BY CITY CODE (1 SPACE / 200 S.F.) - TOTAL 285 REQUIRED SPACES - 285 TOTAL PARKING SPACES PROVIDED - 7 ACCESSIBLE PARKING SPACES REQUIRED - 10 ACCESSIBLE PARKING SPACES PROVIDED
TRASH:	- DUMPSTERS WILL BE PLACED AS SHOWN. ENCLOSURES TO BE CONSTRUCTED OF CMU BLOCK, AND WILL MATCH THE COLOR AND STYLE OF THE BUILDINGS.
DRAINAGE:	- A STORM DRAIN NETWORK WILL BE ROUTED THROUGH THE SITE, AND WILL CONNECT TO AN EXISTING STORM SEWER AT THE NORTHERN END OF THE SITE. THAT STORM SEWER EMPIRES INTO JAL CRAW, IN C.J. KELLY PARK.
FIRE LANES:	- A 24" FIRE LANE HAS BEEN PROVIDED AS SHOWN AT THE FRONT OF ALL BUILDINGS. THE FIRE LANE WILL BE IDENTIFIED BY PAINTED STRIPES AND CURBS PER THE CITY OF MIDLAND'S REQUIREMENTS.
SCREENING:	- THE WEST FACES OF BUILDINGS 2 AND 3 WILL BE SCREENED FROM LEAGUE DRIVE BY A NATURAL SCREEN OF EVERGREEN SHRUBS AND ORNAMENTAL TREES, PLANTED AS SHOWN. TREE-KORN YAUPON HOLLY MATURE HEIGHT = 40' WILL BE PLANTED AT 30' SPACING, WITH INDIAN HAWTHORN AND TEXAS SAGE SHRUBS INTERSPACED.

CURVE DATA				
NO.	RADIUS	DELTA	ARC LENGTH	CHORD (BEG. & DIST.)
1	1885.17	08°28'17"	274.69'	S 28°24'37" W, 274.44'
2	2109.86'	02°18'12"	65.43'	N 12°55'12" E, 65.42'
3	320.00'	51°18'31"	298.56'	S 49°50'44" W, 277.08'

FEMA FIRM INFORMATION

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION
48329	68	F	9/16/2005	AE	2837



SITE PLAN

BORGATA CENTER
LOT 1, BLOCK 2, GRANDRIDGE PARK ADDITION
CITY AND COUNTY OF MIDLAND, TEXAS



SHEET

C.01 OF 01

REVISIONS

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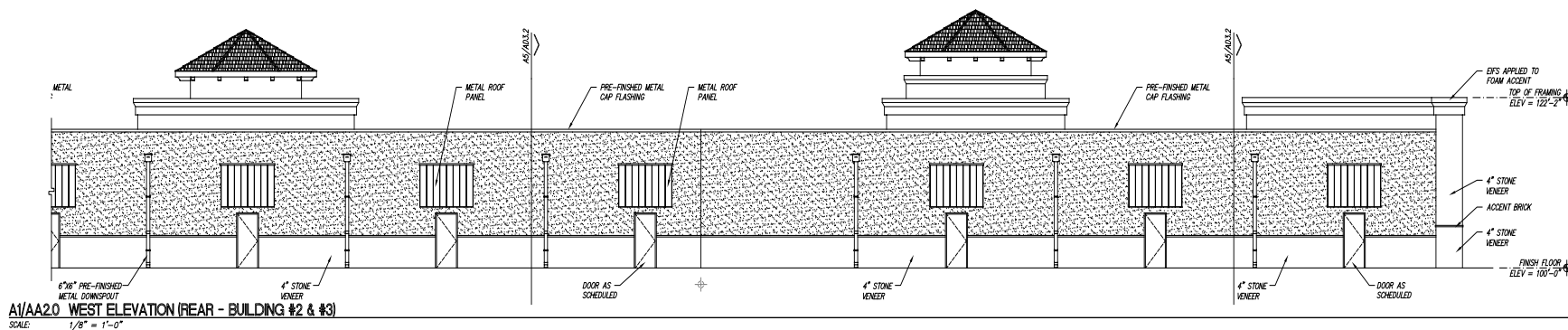
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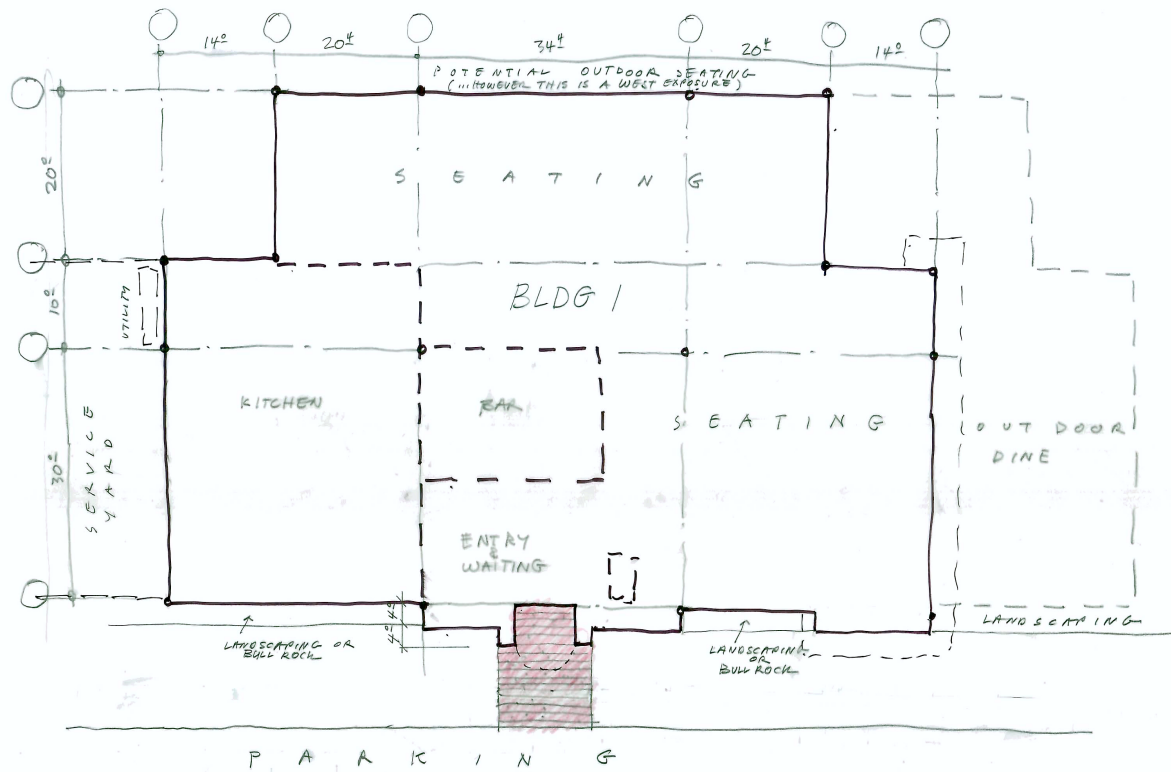
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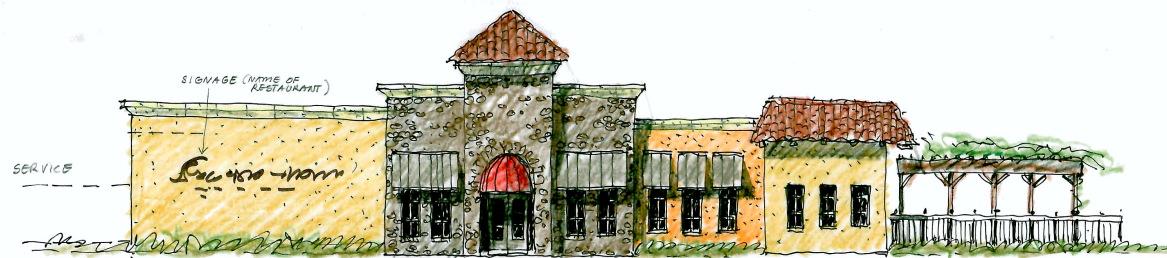
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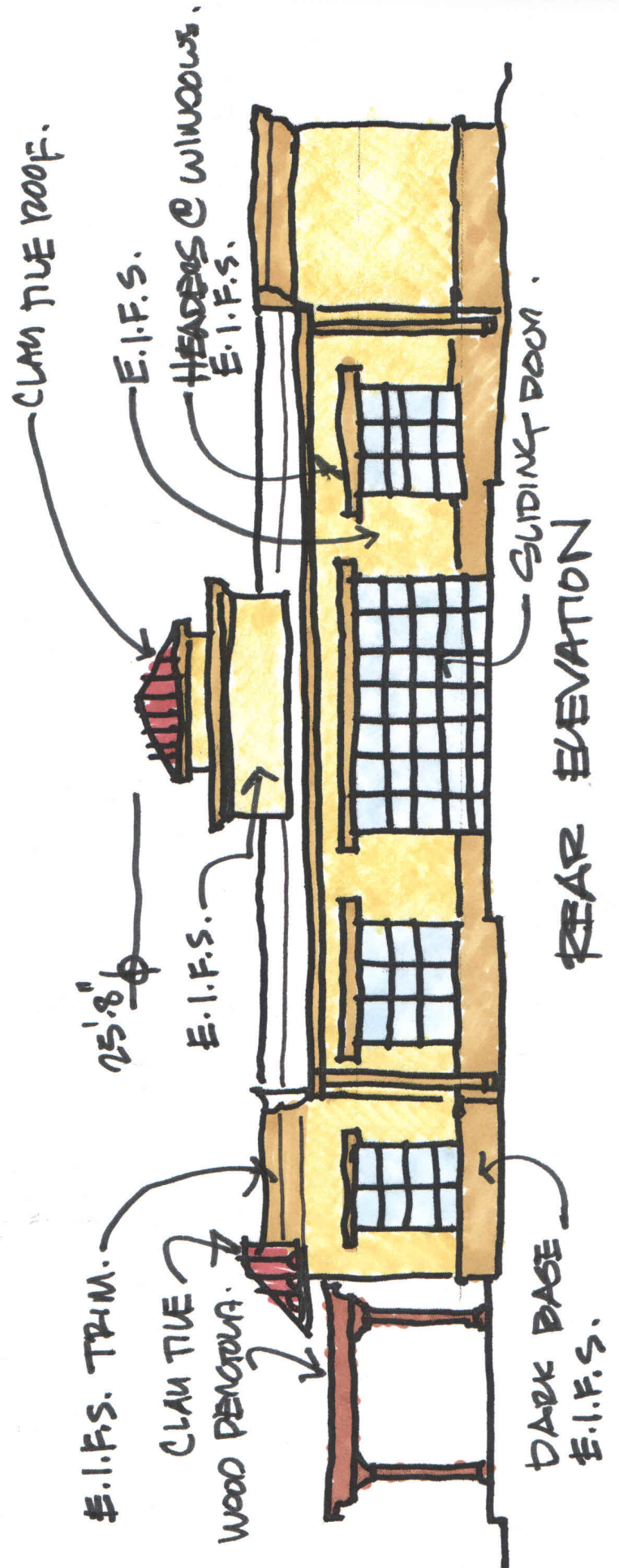




PLAN @ 1/8" = 1'-0"



ELEVATION @ 1/8" = 1'-0"







Case Number: 2-13-032

CITY OF MIDLAND
Planning Division

APPLICATION TO AMEND A PLANNED DISTRICT

Applicant: Andrew L. Mellen

Address: 1909 West Wall Street amellen@maverickentities.com 432-262-0616 ex 107

Street Address	Midland	TX	(Phone/e-mail) 79701
City		State	Zip Code

Property Owner: Kevin Leary kleary6827@sbcglobal.net

Address: 619 West Texas Ave. 432-570-4879

Street Address	Midland	TX	(Phone/e-mail) 79701
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:

Lot one, Block two of the Grandridge Park Addition, Section 1 City of Midland

Current PD Classification: PDRC

Requested PD Classification: PDSC

(List by tracts if more than one zoning district is requested)

Reason for amendment request: We would like to place several shopping center buildings as well as a restaurant.

Describe how conditions affecting the property have changed since it was designated its present zone: This site used to be a Putt Putt and go cart recreational site and has since been

demolished to pave way for some more, much needed shopping venues and restaurants.

Will a Specific Use Permit with Term for alcoholic beverage sales be needed? ☒ Yes ☐ No

FEES:

Single, Planned District amendment: **\$550**. Multiple, PD proposal: add **\$75** per district.

SUBMITTALS:

16 copies of the PD site plan (FOLDED): _____ x _____

Site Plan in digital format .pdf and .jpg: _____ x _____

SIGNATURE (by property owner only - authorized agent must sign affidavit below)

Property Owner (signature): _____ Date: _____

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared

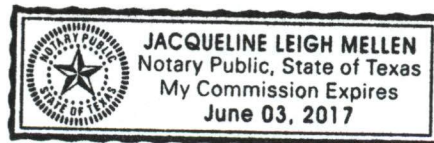
Andrew L. Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Kevin Leary, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L. Mellen
Authorized Agent (signature)

Subscribed and sworn to before me, this 18 day of July, 20 13, to certify which witness my hand and seal of office.

Jacqueline Leigh Mellen
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>JS</u>	Date: <u>7/19</u>
Assigned: _____	
For: _____	On: _____



****Application will not be considered for scheduling until reviewed by a planner. ****

PLANNING AND ZONING COMMISSION

September 16, 2013

CASE: Z-13-032, Kevin Leary.

REQUEST: Hold a public hearing and consider a request for a zone change from PD, Planned District for Recreation Center, to a Planned District for a Shopping Center.

APPLICANT: Andrew L. Mellen.

OWNER: Kevin Leary.

LEGAL DESCRIPTION: Lot 1, Block 2, Grandridge Park Addition, Section 1, City and County of Midland, Texas.

LOCATION: Generally located near the northwest corner of the intersection of N. Loop 250 West and Holiday Hill Road.

CURRENT ZONING: PDRC, Planned District for Recreation Center.

DETAILS OF REQUEST:

1. This 5.22-acre property zoned PDRC, Planned District for a Recreation Center, located on the northwest corner of N. Loop 250 West and Holiday Hill Road, was approved for zoning in September 1995. The recreation facility included miniature golfing, a batting cage, and a go-cart track prior to recently being demolished. The property owner has submitted plans to develop several retail buildings as well as a restaurant, and has applied for this zone change to PDSC, Planned District for Shopping Center, with the underlining zoning of LR-2, Local Retail District.

SURROUNDING ZONING AND LAND USE:

2. The property is located on the northwest side of Loop 250 North, west of Holiday Hill Road, and east of League Drive. To the north and west of this property is a 1F-1, One-Family Dwelling District, location of C.J. Kelly Park. To the south is a PDSC, Planned District for a Shopping Center, currently the site of Lowe's. To the northeast across Holiday Hill Road is Midland Park Lanes, within an LR-2, Local Retail District.

ANALYSIS:

3. We find that the zone change from PDRC, Planned District for Recreation Center, to PDSC, Planned District for Shopping Center (with an underlining zoning of LR-2, Local Retail District), is reasonable. The site is located at the intersection of Holiday Hill Road, classified as an arterial street, and N. Loop 250 West, a state highway. According to the Midland Master Plan 2025, retail uses are recommended to be generally located along major thoroughfares and at major intersections for high visibility. Loop 250 is recommended to be viewed as any other arterial street, with retail development to be concentrated along major intersections. Thus, this shopping center meets the guidelines of the Comprehensive Plan.

SITE PLAN:

4. The site plan, Exhibit A, provides the layout and information about the site. As shown, five buildings are proposed; one for a restaurant, and the remaining four to be used for retail. The setbacks for the buildings follow the LR-2 District requirements. The buildings are not proposed to exceed one story, and a maximum building height will be set at 28.75 feet. There will be a total of four entrances/exits to the property: two existing driveways off League Drive to the west, a main entrance off Holiday Hill Road on the northeast, and a TxDot approved driveway from Loop 250 on the southeast portion of the property. About one to two dumpsters are provided for each of the buildings, as shown on the site plan. These locations will be considered illustrative and subject to be determined by the Solid Waste Division. The dumpsters will be enclosed and screened with CMU Block, which will match the color and style of the buildings. Landscaping will also be provided according to the City Code – landscaping shown on the plan will be considered illustrative.

Exhibit B depicts the elevations of the proposed buildings, primarily of Buildings 2 and 3. On this exhibit, "D" shows Building 3 and "C" shows Building 2, both of which are connected through a breezeway. The front exterior of all of the buildings is composed of stone veneer and EIFS, along with decorative metal panels used on the siding and for the roof. The rear exterior elevations of the buildings, shown on Exhibit B also as Buildings 2 and 3, show the building material as stone and EIFS with spaced out metal roof panels, primarily in order to avoid blank walls according to our site plan standards. As illustrated on the site plan in Exhibit A, the buildings are oriented inwards so that the "fronts" are facing the center of the shopping area. Although this orientation may be considered logical and cohesive, the problem arises when the rear of a building faces a public street. This situation is problematic especially for Buildings 2 and 3 as the rear of these buildings face League Drive. Building 1, the proposed restaurant, may also be problematic as the rear also faces public streets, namely League Drive and Holiday Hill Road. Typically, when the rear of a building faces a public

street, we require a decorative screening fence as well as landscaping as screening and buffer to avoid viewing the backs of buildings which include water and gas meters, AC units, loading docks for trucks, and so on. In this instance, not only do the back of the buildings face League Drive, but also C.J. Kelly Park, a 66-acre public park with large public investments and amenities such as five baseball fields, two football fields, a playground, a fishing area, and a walking/jogging path. The owner will not be providing a screening wall on the rear of these buildings, which is unprecedented for the City. Instead of a screening wall, the owner is improving the back of the building through using the similar external materials as the front. The screening for Buildings 2 and 3 will be through natural screening of evergreen shrubs and ornamental trees. The trees will be planted every 30 feet with shrubs in between. An example of these ornamental trees is provided for illustrative purposes only in Exhibit H.

Exhibit C and Exhibit D show the proposed front and side elevations of Building 1, the restaurant, respectively. This building will include essentially the same building materials as the materials shown in Exhibit B. EIFS, stone, and a wood pergola are the main materials shown. These same materials are extended in Exhibit E, which shows the rear elevations of this restaurant. Although not shown in this view, the site plan (Exhibit A) depicts heavy landscaping at the rear of this building.

In general, Exhibits F and G, provided for illustrative purposes only, show an overall image of the shopping center.

PARKING:

5. The shopping center will be composed of both retail and restaurant space. One space for every 200 square feet of retail and one space for every four seats under maximum seating arrangement for restaurants are the ratios used to calculate parking, as per the Zoning Code. As noted in Exhibit A, with this calculation, a total of 269 spaces are required, though 285 parking spaces have been provided. Parking shown on the plan will be considered illustrative.

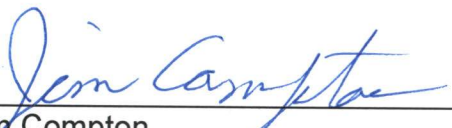
STAFF RECOMMENDATION:

Staff recommends that the appropriateness of this request, in regards to unprecedented screening, is a judgment matter to be determined by the Planning and Zoning Commission.

If the Planning and Zoning Commission finds this request to be reasonable, we would recommend that any approval be subject to the following conditions:

- A. That the use and development of this property shall conform to the regulations of the LR-2, Local Retail District, except where permitted otherwise.**

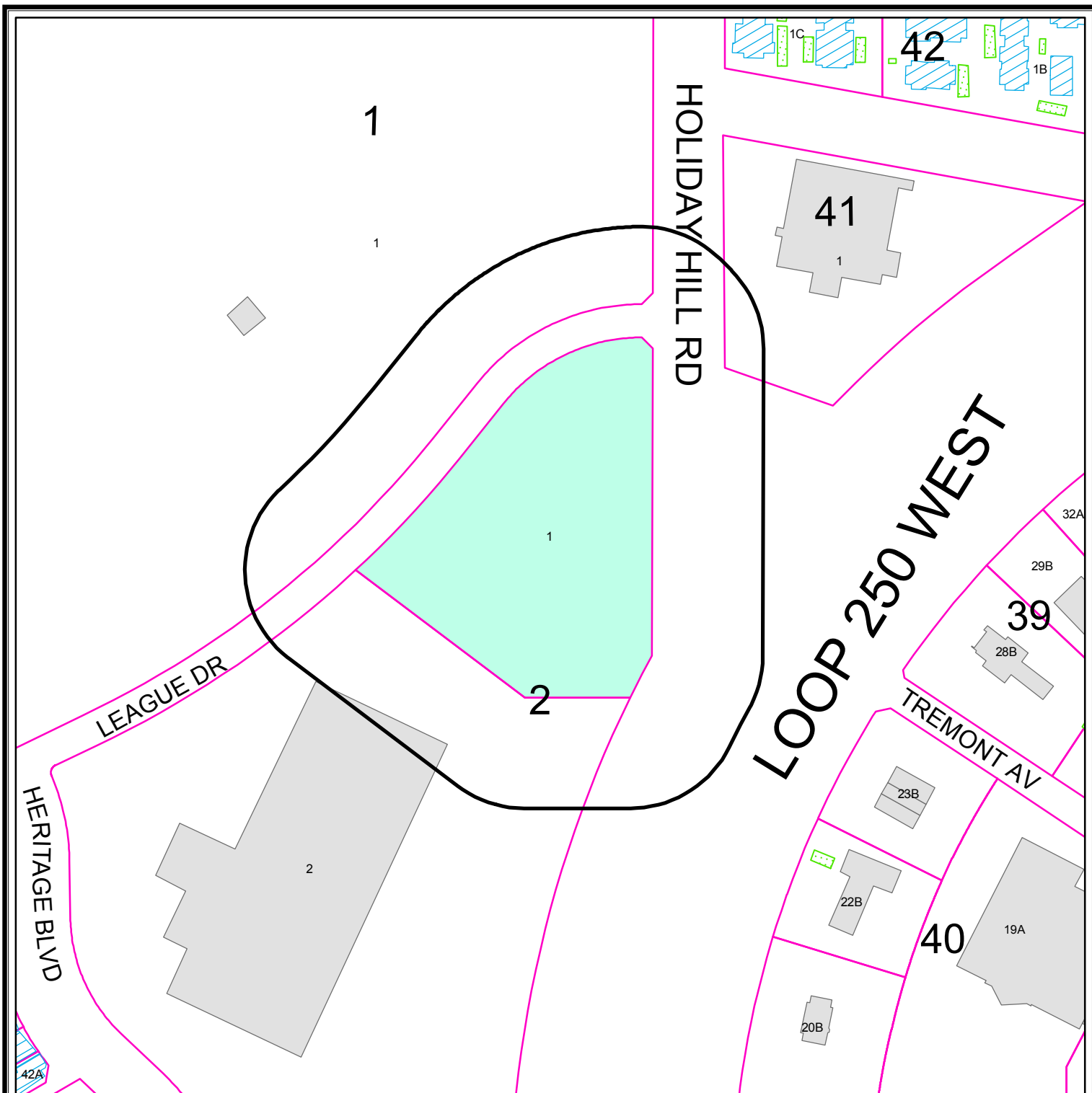
- B. That the proposed development shall significantly conform to Exhibits A, B, C, D, and E.
- C. That the maximum height of all buildings shall not exceed 28.75 feet.
- D. That the proposed development meets all requirements of the Fire Division.
- E. That the proposed development meets all requirements of the Code Administration Division.
- F. That all driveways meet the requirements of the Transportation Division.
- G. That TxDot driveway approval is followed for any Loop 250 controlled access frontage.
- H. That signage shall be in compliance with the "Revised Outdoor Sign Regulations" of the Midland City Code.
- I. That landscaping shall be considered illustrative, and shall be in compliance with the "Landscape Regulations" of the Midland City Code.
- J. That the dumpster locations shall be considered illustrative and shall be determined by the Solid Waste Division. Dumpster screening shall conform to the "Site Plan Review Standards" of the Midland City Code.
- K. That parking as well as Exhibits F, G, and H shall be considered illustrative.
- L. That the applicable conditions in Ordinance 7463 are hereby repealed.


Jim Compton
Acting Planning Division Manager
Department of Development Services


Madhuri Kulkarni, City Planner
Department of Development Services

Attachments:

Application
Maps
Exhibits A through H



PROPERTY OWNER NOTIFICATION MAP

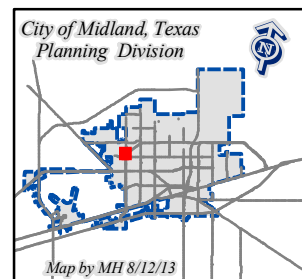
Z - 13 - 032

Scale: 1" = 250'

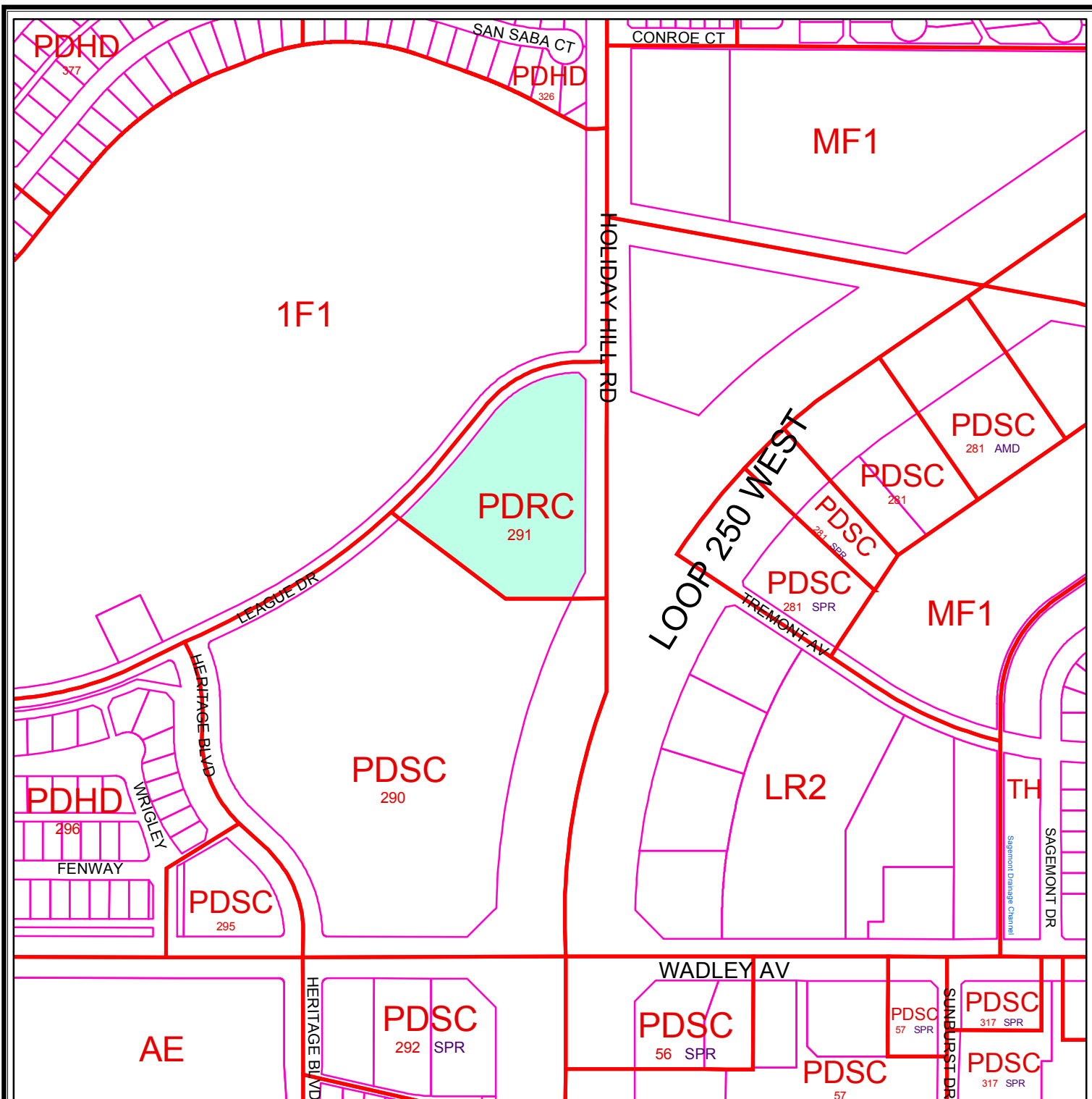
Consider a request for a zone change from PD, Planned District for a Recreation Center, to a Planned District for a Shopping Center on Lot 1, Block 2, Grandridge Park Addition, Section 1, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- CITY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

Z - 13 - 032

Scale: 1" = 400'

Consider a request for a zone change from PD, Planned District for a Recreation Center, to a Planned District for a Shopping Center on Lot 1, Block 2, Grandridge Park Addition, Section 1, 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, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 22, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Consider an ordinance on a request by Fortune Partners Properties for a zone change from LR-2, Local Retail District to PD, Planned District for a Shopping Center, on Lot 1, Block 3, Lindsay Acres, 2nd Section Addition (Generally located on the northwest corner of the intersection of Rankin Highway and Stokes Avenue) District 2.

Purpose:

Consider an ordinance on a request by Fortune Partners Properties for a zone change from LR-2, Local Retail District to PD, Planned District for a Shopping Center, on Lot 1, Block 3, Lindsay Acres, 2nd Section Addition

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Rankin Highway Corridor was the subject of a staff study in 1997 that resulted in rezoning much of the land from C-3, Commercial District to LR-2, Local Retail District. The applicant proposes to establish a used vehicle sales business on this site, which requires an LR-3, Local Retail District. At the staff's recommendation, the applicant applied instead for a Planned District for a Shopping Center, subject to LR-2 District regulations, but also allows this business, subject to site plan approval. In this manner all other LR-3 District uses could be disallowed. The City Council voted to approve this ordinance on October 8, 2013, and is now appropriate to consider this request on second and final reading.

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 1, BLOCK 3, LINDSAY ACRES 2ND SECTION ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED LR-2, LOCAL RETAIL DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED ON THE CORNER OF RANKIN HIGHWAY AND STOKES AVENUE); 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 Shopping Center, 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 LR-2, Local Retail District, and it shall be used as a Planned District for a Shopping Center, subject to the special conditions and restrictions hereinafter set out, said property being described as follows:

Lot 1, Block 3, Lindsay Acres 2nd Section Addition, 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 LR-2, Local Retail District, except as stated below.
2. That in addition to the uses allowed in the Local Retail District (LR-2), this property may be developed with a used car sales business, subject to the following conditions:
 - A. That the used car business shall conform in all respects to the conditions shown on Exhibits “A”, “B” and “C”, which are attached hereto and incorporated herein.
 - B. That the two buildings shall be located in the general locations shown on Exhibit “A”. Property line setbacks and building spacing shall conform to all City of Midland Building Code requirements.
 - C. Exterior building materials shall include glazing and EIFS with a stucco finish. A standing seam metal roof shall be permitted.
 - D. All parking areas shall be paved in an all weather surface, such as asphalt or concrete.
 - E. The indicated landscaping shall be irrigated with an underground sprinkler system, and shall conform to City of Midland landscaping regulations.
 - F. All business signs shall conform to the City of Midland Sign Code regulations.
 - G. Auto servicing shall be allowed, but auto repair and body repair shall not be allowed.
 - H. Existing driveway geometry and design shall conform to current City of Midland standards.

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

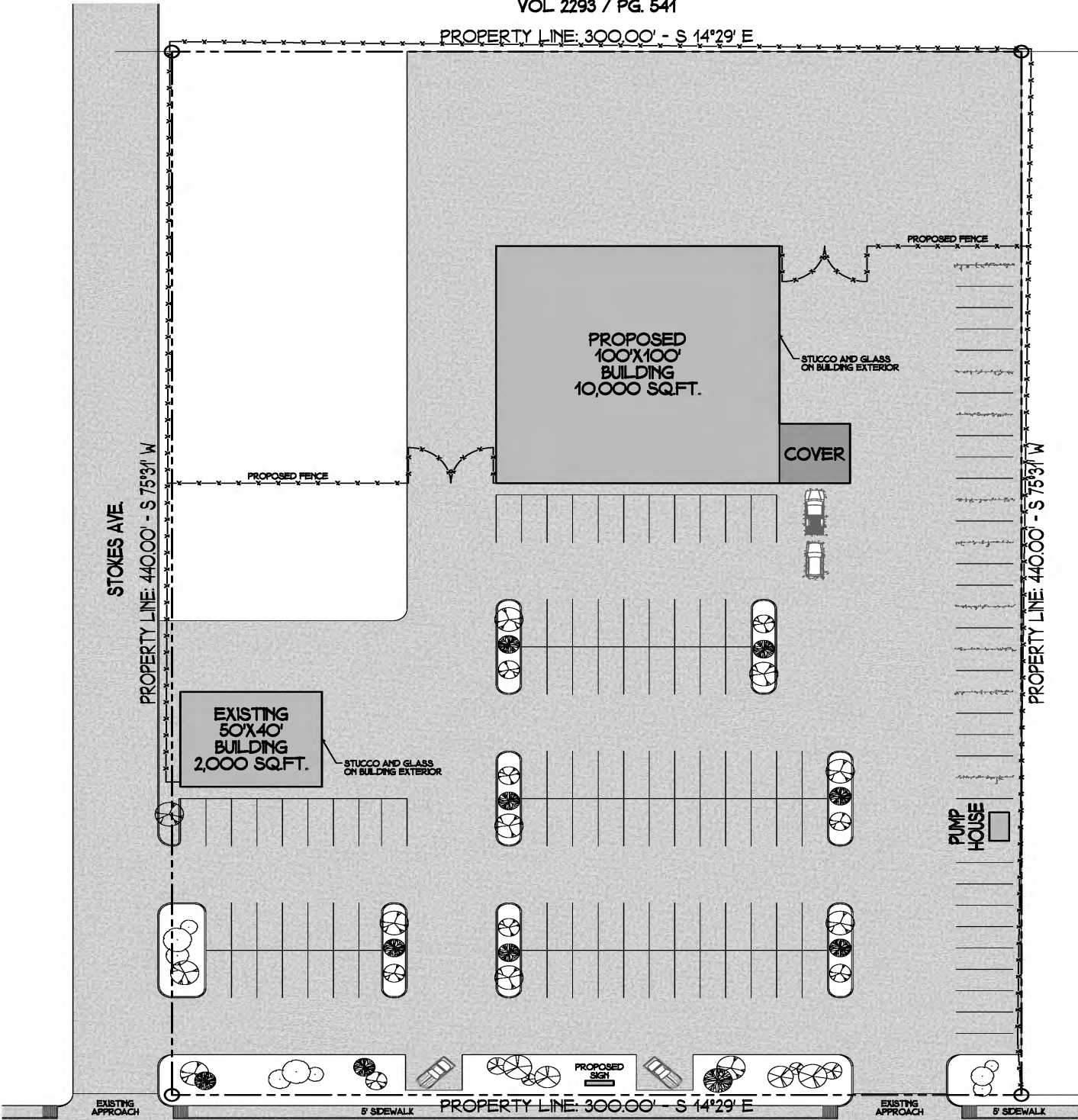
APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant to the City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

LOT 1, BLOCK 3
LINDSAY ACRES
SECTION 2
VOL. 2293 / PG. 541

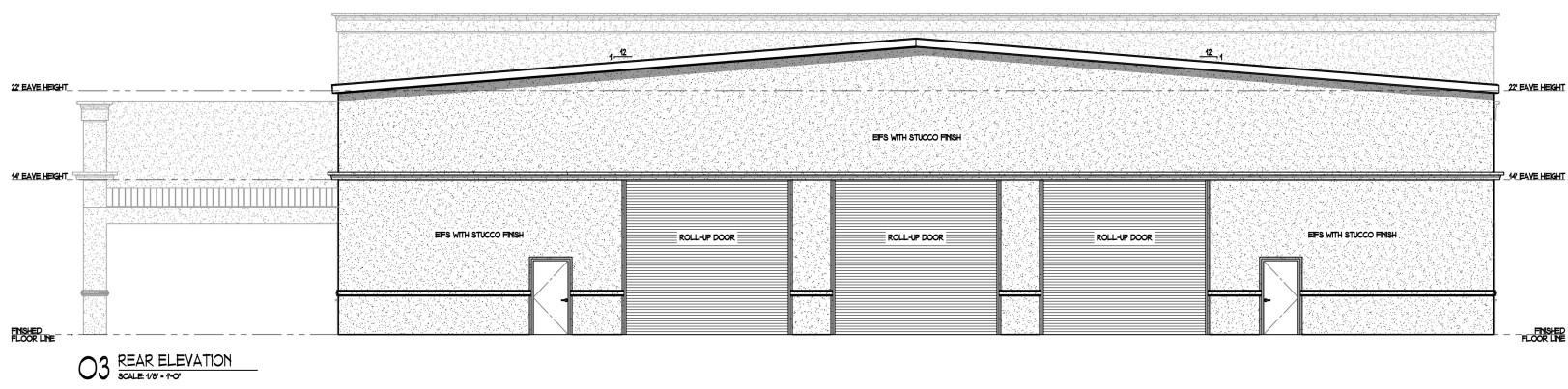
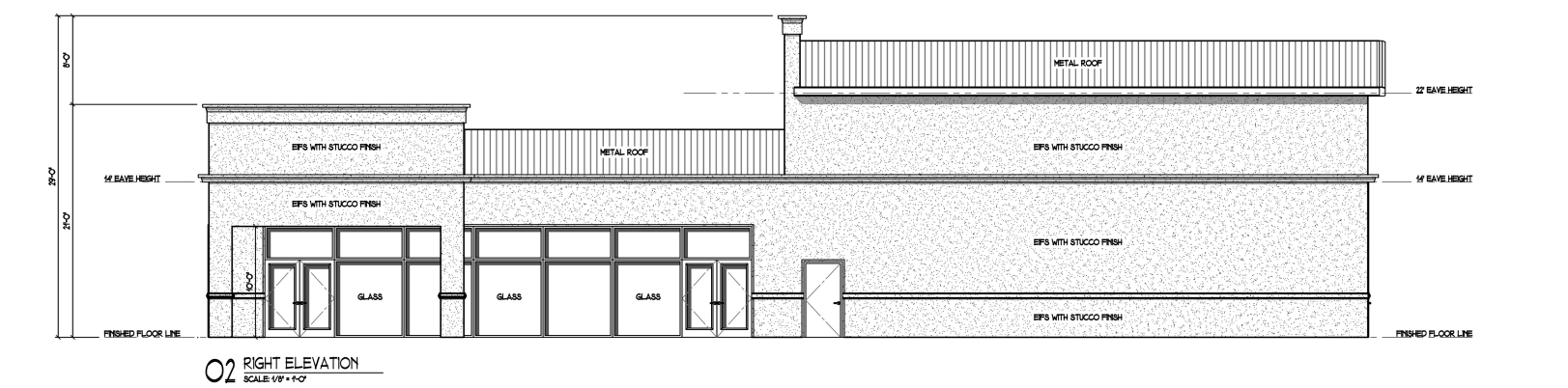
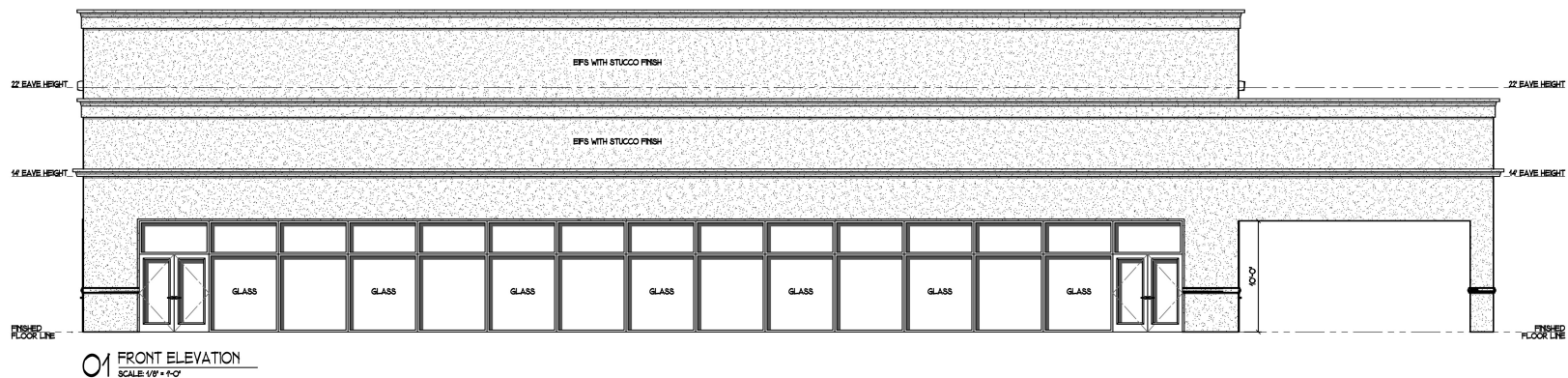


01 PROPOSED SITE PLAN
SCALE: 1" = 40'

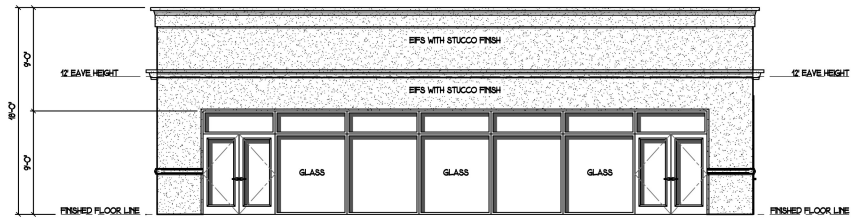
2000 RANKIN HWY.

PRELIMINARY
NOT FOR CONSTRUCTION
FOR REVIEW AND DISCUSSION ONLY
NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

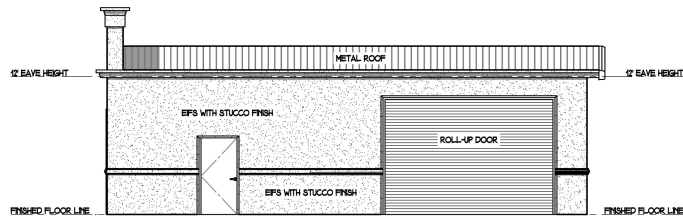
SHEET 02 OF 03 A-12 SHEET NUMBER	TEXAS CERTIFIED MOTORS 2000 RANKIN HIGHWAY MIDLAND, TEXAS 79701 PROJECT NUMBER: 13120		PROPOSED SITE PLAN SHEET TITLE	CORNERSTONE DESIGN GROUP PHONE: (432) 684-8005	DATE 07/31/2013 DRAWN BY LJS REVISION
	28.6				



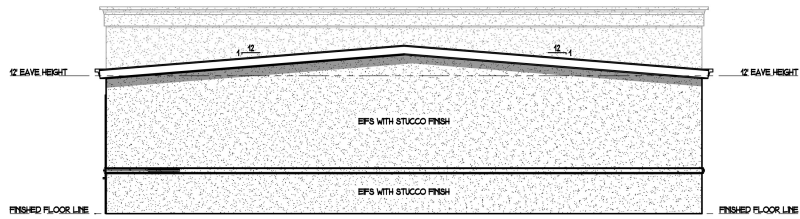
PRELIMINARY
NOT FOR CONSTRUCTION
FOR EXTERIOR AND DISCUSSION ONLY
DO NOT REPRODUCE OR REUSE WITHOUT PERMISSION OF DESIGNER



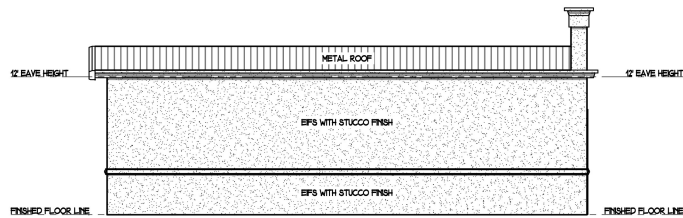
01 FRONT ELEVATION
SCALE: 1/8" = 1'-0"



02 RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

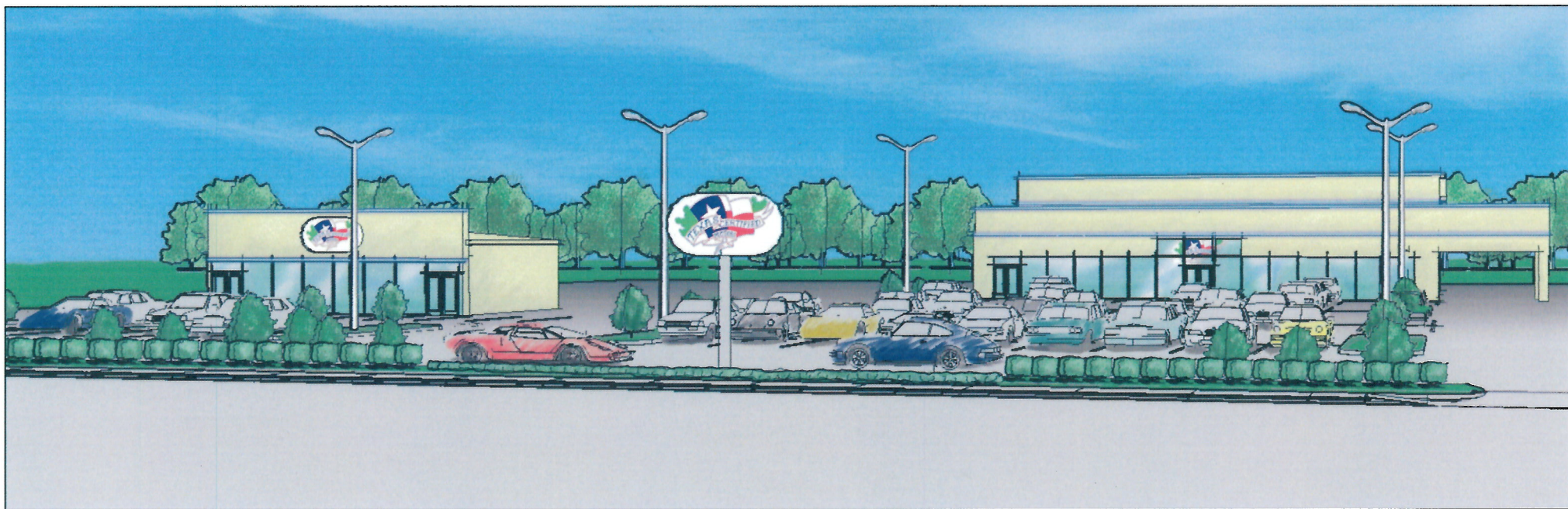


03 REAR ELEVATION
SCALE: 1/8" = 1'-0"



04 LEFT ELEVATION
SCALE: 1/8" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION
FOR REVIEW AND DISCUSSION ONLY
NOT FOR SUBMITTAL OR PERMITTING OR CONSTRUCTION



RECEIVED

AUG 22 2013

CITY OF MIDLAND
PLANNING DIVISION OFFICE

EXHIBIT D

PRELIMINARY
NOT FOR CONSTRUCTION
FOR REVIEW AND DISCUSSION OF
NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

CASE NO. Z-13-039

PLANNING AND ZONING COMMISSION

September 16, 2013

CASE: Z-13-039.

REQUEST: Hold a public hearing and consider a request for a zone change from LR-2, Local Retail District to PD, Planned District for a Shopping Center.

APPLICANT: Fortune Partners Properties, LLC.

OWNER: RGL Investments, Inc.

REPRESENTATIVE: Robert Rendall, Jr.

LEGAL DESCRIPTION: Lot 1, Block 3, Lindsay Acres, Section 2, City and County of Midland, Texas.

LOCATION: Northwest corner of Rankin Highway and Stokes Avenue.

DETAILS OF REQUEST:

1. The applicant desires to develop a used car sales business on this property. The current LR-2 District does not allow for used car sales, and only allows a new car dealership with approval of a Specific Use Permit. The next least restrictive district, the LR-3 District, allows new and used car sales by right. For reasons discussed below, the staff has recommend that the applicant apply for a planned district that is subject to the LR-2 District regulations, but in addition, allows for the sale of used cars. The applicant has provided the attached Exhibits A through D to illustrate his proposed business.

SURROUNDING ZONING AND LAND USE:

2. The land to the north is zoned LR-2 District, and is developed with non-conforming industrial buildings. The land to the west is zoned Planned District for a Transition District, and is developed with outdoor storage of various types of industrial equipment. The undeveloped right-of-way for Camp Street passes through this Planned District. The land to the south is zoned Planned District for a Transition District, and is currently occupied by Shell Oil (formerly Chesapeake). East, across Rankin Highway, the area is zoned LR-2 District and Planned District for a Shopping Center. We anticipate immediate development within this Planned District.

HISTORY:

3. In late 1997, the City was approached by several land owners along the Rankin Highway Corridor. Principle comments surrounded a desire to improve retail business opportunities, and to "clean up" the overall image of the area. These were also goals of the City, as Rankin Highway is an important entry corridor into the City, particularly to the downtown area. At that time, most of the corridor was zoned C-3, Commercial District. This district allowed outdoor sales and storage, which was a primary land owner complaint. The staff conducted an extensive study of the corridor, including land use, ownership patterns and traffic. At the staff's recommendation, the City Council rezoned most of the corridor to an LR-2 District. While this action was contrary to the Comprehensive Plan recommendation of prohibiting strip retail development patterns, Council saw it as a way to improve the appearance of the corridor while accommodating the land owners' desire. The rezoning immediately created an extensive amount of non-conforming uses. However, over the years, there has been a marked improvement in development along Rankin Highway. In particular, the area immediately north of Interstate 20 has seen extensive retail development, including the construction of a Super Wal-Mart, as well as various smaller scale retailers. There was one area between Collins and Francis Avenues that was rezoned to an LR-3 District, based on existing land uses and the desire of the land owners. While the impact of the rezoning remains a slow process, it has certainly brought new retail growth to the area.

ANALYSIS:

4. The first issue to explore regarding this request is land use. The Zoning Code contains three retail districts, the LR-1, LR-2 and LR-3 Districts. The LR-1 and LR-2 District have historically been applied to shopping centers located near arterial street intersections. They generally prohibit the outdoor display and sale of goods. The LR-1 District has been used for smaller, neighborhood shopping centers, and the LR-2 District is used for larger scale, community shopping centers. The LR-3 District is used where strip retail development existed or was proposed to be expanded, and is often referred to as an old style, highway strip retail land use pattern. Such patterns are found along Andrews Highway, Big Spring Street and Florida Avenue. The LR-3 District allows land uses that, by their nature, require outdoor storage of goods. Mobile home and motor home sales, used and new car sales, and boat sales are examples of LR-3 District uses. The LR-2 District, however, allows new car dealerships with approval of a Specific Use Permit. Such permits allow for the regulation of building materials, signs, setbacks, driveways, screening and similar elements. New car dealerships are treated differently in the Zoning Code than used car sales. The basis for this distinction is that new car dealerships can afford to construct modern, visually appealing retail sites. There is no such permit allowing used car sales in the LR-2 District. The LR-3 District allows both new car dealerships and

used car sales. This proposed rezoning would not allow all LR-3 District uses, but only used car sales.

The question regarding the requested used car sales becomes whether the 1998 change to an LR-2 District had a significant impact on the new retail growth along Rankin Highway, and whether the introduction of an LR-3 land use into what has become a vibrant retail area would be detrimental to continued retail growth. The staff believes that the rezoning has had a significant influence upon the recent retail development. The requested change also raises the question of spot zoning. In our opinion, the only way to avoid the spot zoning issue is to ensure that the conditions proposed by the Planned District reasonably integrate what is an LR-3 District use into what is clearly a successful LR-2 District location.

SITE PLANS:

5. Exhibit A is a plan view of the proposed used car business. It shows the removal of the large building closest to Rankin Highway, the retention of the existing smaller building, and the construction of a new 10,000 square foot building. A single existing driveway would provide access into the site. (Since a change in use is proposed, if the current driveway design does not meet current City standards, it would have to be reconstructed should this request be approved.) While a detail of the sign is not provided, a sign location is shown near the center of the tract within one of the landscaped areas adjacent to Rankin Highway. Eight additional landscaped islands are shown throughout the inventory parking area. The fence surrounding the property is proposed to be constructed of chain link. Exhibit B represents an elevation view of the 10,000 square foot building. The front elevation is primarily glazing and EFS with a stucco finish, and a building height below the maximum 28.75 feet. This exhibit also illustrates the two side and the rear elevations, which also include EFS and glazing. This exhibit also illustrates the rear elevation, which also includes an upgraded exterior finish compared to what is required. Exhibit C illustrates the smaller building that will be extensively remodeled. It uses the same exterior materials as the primary building. Exhibit D is an artist's rendering of the proposed facility. It is included only for illustrative purposes, and is not planned to be included in a proposed ordinance.

STAFF RECOMMENDATION:

The staff recommends that the appropriateness of this request is a judgment matter to be determined by the Planning and Zoning Commission. The historical facts and objectives do not tend to support this proposal. Approval would be contrary to the Council's thinking in 1997. However, the conditions shown on the attached exhibits would appear to present an attractive business compared to many used car business, but is not up to the standard one would expect to see for a new car dealership.

If the Planning Commission finds this request to be reasonable, we would recommend that any approval be subject to the following conditions:

- A. That this planned district shall be subject to the regulations of the LR-2, Local Retail District, except as otherwise stated below.**
- B. That in addition to the uses allowed in the LR-2 District, this property may also be developed with a used car sales business, subject to the following conditions:**
 - 1. That the used car business shall conform to the conditions shown on the attached Exhibits A, B and C in all respects.**
 - 2. That the two buildings will be located in the general locations on Exhibit A. Property line setbacks and building spacing shall conform to all Building Code requirements.**
 - 3. Exterior building materials shall include glazing and EFIS with a stucco finish. A standing seam metal roof shall be permitted.**
 - 4. All parking areas shall be paved in an all weather surface, such as asphalt or concrete.**
 - 5. The indicated landscaping shall be irrigated with an underground sprinkler system, and shall conform to Chapter 9 on landscaping found in Title XI.**
 - 6. All business signs shall conform to the Title 11, Chapter 7, Sign Code.**
 - 7. Auto servicing shall be allowed, but auto repair and body repair shall not be allowed.**
 - 8. Existing driveway geometry and design shall conform to current City of Midland standards.**



Jim Compton, Acting Planning Division Manager

Attachments:

Application
Maps
Exhibits A-D

Case Number: 2-13-039

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

Fortune Partners Properties LLC

(432) 599-8456

Applicant Name

(Phone/e-mail)

2543 East 8th Street, Odessa, Texas

79761

Address

Zip Code

RGL Investments, Inc.

(432) 352-0344

Property Owner Name

(Phone/e-mail)

P.O. Box 485, Midland, Texas

79702

Address

Zip Code

Robert V. Rendall, Jr.

(432) 688-0246

Representative Name

(Phone/e-mail)

550 West Texas Avenue, Suite 800, Midland, Texas

79701

Address

Zip Code

Street address and Legal Description of property (complete Lot, Block, and Subdivision Name or if unplatted, attach a Metes and Bounds description with surveyor's seal). Each district must be described separately. 2000 Rankin Highway

Lot 1, Block 3, Lindsay Acres, Section 2, an addition to the City of Midland,
Midland County, Texas.

PRESENT ZONE: LR-2

REQUESTED ZONE: PD SC

(List by tracts if more than one district is requested)

Reason for Zone Change Request: To expand current use of property

Present Use of Property: Warehouse storage for oil field equipment

Proposed Use of Property: The applicant proposes the Property be approved for all uses allowed under the LR-2 designation plus auto sales, new or used, and mechanical and body repair.

How will zone change affect the public health, safety and welfare? The proposed use will be an upgrade to the neighborhood and provide additional job opportunities.

Describe how conditions affecting the property have changed since present zoning designation: Current zoning was imposed several years ago, the current use appears to be a grandfather use.

Is a Specific Use Permit with Term for alcoholic beverages sales needed? Yes ☒ No

APPLICATION FEES:

- Single, standard zone change: \$400. Multiple, standard zone change: add \$100 per additional district.
- Single PD, Planned District zone change: \$550. Multiple PD proposal: add \$100 per district.
- If a Traffic Impact Analysis is required, a fee of up to \$500.00 will be assessed.

SITE PLAN SUBMITTALS (if applicable):

16 copies (FOLDED) of the PD site plan: X
Site Plan in digital format .pdf and .jpg: X

SIGNATURE (by property owner only - authorized agent must sign affidavit below)

RGL Investments, Inc.

Property Owner (signature): Robert V. Rendall, Jr. Date: 7-31-13

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

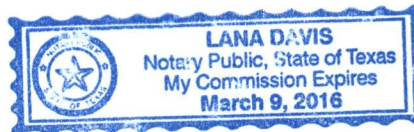
Before me, the undersigned authority, on this day personally appeared
Robert V. Rendall, Jr. who, being by me duly sworn, upon oath says: That (s)he is
authorized by RGL Investments, Inc., the owner of the above described property, to fully
represent him/her in this application and that (s)he had the legal right, power and authority to sign said
owner's name hereto as his/her attorney in fact.

[Signature]
Authorized Agent (signature)

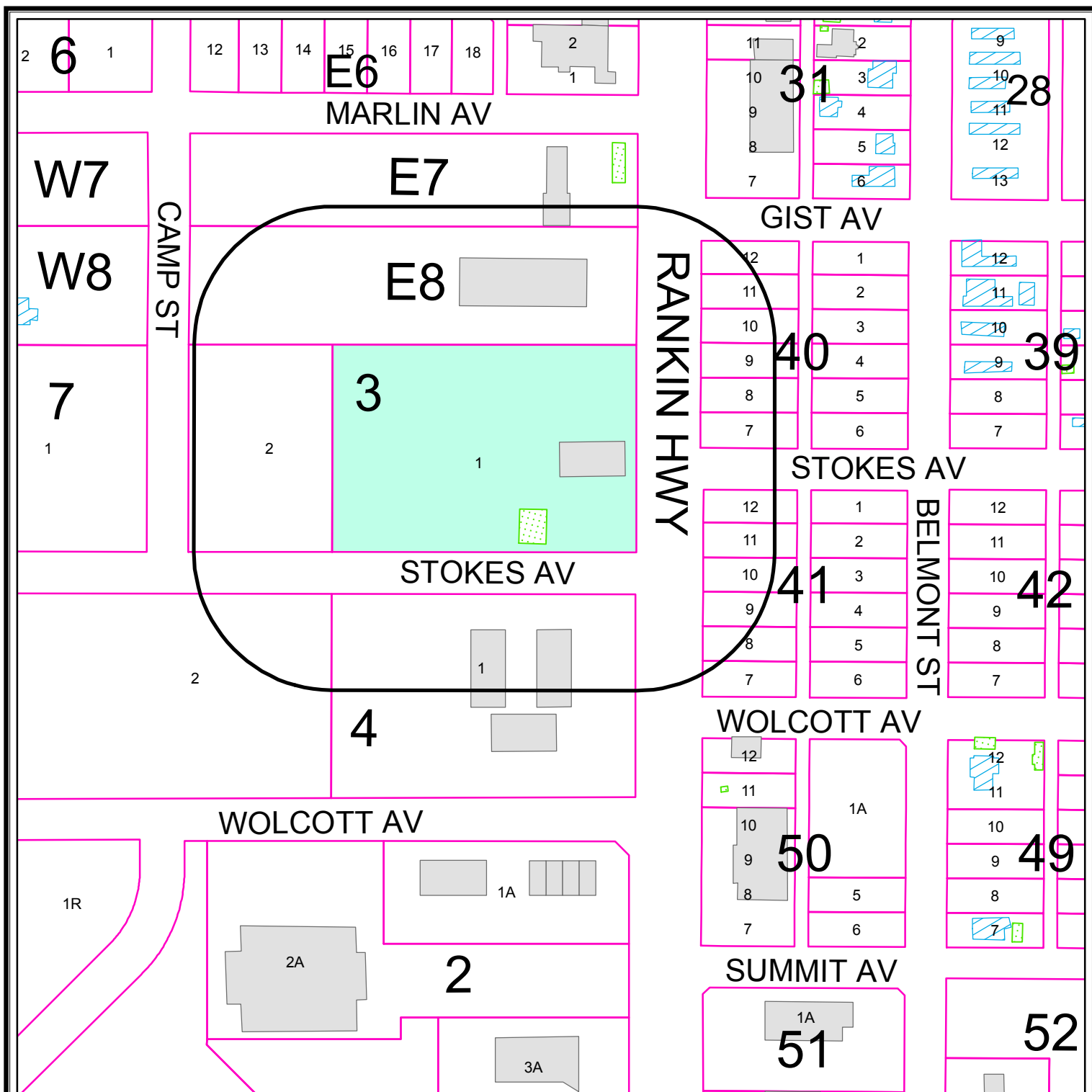
Subscribed and sworn to before me, this 31st day of July, 20 13, to certify which
witness my hand and seal of office.

Lana Davis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>XC</u>	Date: _____
Assigned: <u>JC</u>	
For: <u>p+z</u>	On: <u>7/16/13</u>



****Application will not be considered for scheduling until reviewed by a planner.****



PROPERTY OWNER NOTIFICATION MAP

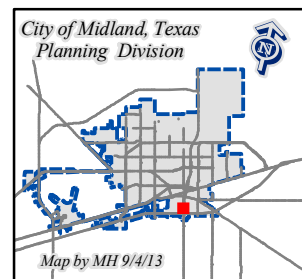
Z - 13 - 039

Scale: 1" = 200'

Consider a request for a zone change from LR-2, Local Retail District to PD, Planned District for a Shopping Center on Lot 1, Block 3, Lindsay Acres 2nd Section Addition, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



©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, CIZING, OR OTHER DECISION. SOLELY ON THE INFORMATION CONTAINED HEREIN.



City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 22, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Consider an ordinance on a request by Chris Kawaja for a zone change from AE, Agriculture Estate District to 1F-1, One-Family Dwelling District on a 40.18-acre tract out of Section 23, Block 40, T-1-S, T&P RR Company Survey, Midland County, Texas (Generally located between Avalon and Golden Gate Drives, approximately 130 feet north of Gladiola, District 1)

Purpose:

Consider an ordinance on a request by Chris Kawaja for a zone change from AE, Agriculture Estate District to 1F-1, One-Family Dwelling District on a 40.18-acre tract out of Section 23, Block 40, T-1-S, T&P RR Company Survey, Midland County, Texas

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

This land was annexed in 2005, when it was zoned FD District. The owner wishes to construct a single-family neighborhood under the 1F-1 District regulations. A preliminary plat has been approved by the Planning and Zoning Commission which indicates one-half acre lots, instead of the minimum 9,000 square foot lots allowed under the 1F-1 District. The larger lots are needed to allow sufficient area for septic systems, as there is no municipal sewer available. These lot sizes are consistent with the larger lots within this area. The City Council voted to approve this ordinance on October 8, 2013. It is not appropriate to consider this ordinance on second and final reading.

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 40.181-ACRE TRACT OF LAND OUT OF SECTION 23, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, TO BE USED AS A 1F-1, ONE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED BETWEEN GOLDEN GATE DRIVE AND AVALONDRIVE, APPROXIMATELY 130 FEET NORTH OF GLADIOLA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter 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 1F-1, One-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned AE, Agriculture Estate District, and it shall be used as an 1F-1, One-Family Dwelling District, said property being described as follows:

A 40.181-acre tract of land out of Section 23, Block 40, 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 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

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

LLANO ESTACADO - SECTION 4 - 40.181 ACRE TRACT

LEGAL DESCRIPTION: BEING 40.181 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF NORTHEAST QUARTER OF SECTION 23, BLOCK 40, T-1-S, T & P RR CO. SURVEY, IN MIDLAND COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN TRACT CONVEYED TO CATARINA RANCH INVESTMENTS, LLC BY DEED RECORDED IN DOCUMENT NO. 2012-28461 OF THE OFFICIAL RECORDS OF MIDLAND COUNTY, TEXAS; THE WEST 30 FEET HEREOF LYING IN THE RIGHT-OF-WAY OF N. COUNTY ROAD 1242 (GOLDEN GATE DRIVE); SAID 40.181 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN FEBRUARY THRU AUGUST, 2013:

BEGINNING at a 1/2 inch iron rod with cap (N(Y) 10707783.20', E(X) 1723425.92') found in the common line of Section 24 of said Block 40 and said Section 23 for the southeast corner of Lot 1, Block 2 of the Llano Estacado Addition, Section 2, recorded in Cabinet H, Page 16 of the Plat Records of Midland, County, Texas, and the northeast corner hereof;

THENCE South 14°24'27" East a distance of 1326.23 feet along the common line of said Sections 23 and 24 to a 1/2 inch iron rod with cap found for the northeast corner of the Llano Estacado Addition recorded in Volume 633, Page 743 of the Deed Records of Midland County, Texas and the southeast corner hereof;

THENCE South 75°29'08" West a distance of 1321.51 feet along the north line of said Llano Estacado Addition to a 1/2 inch iron rod with cap found in the east line of that certain 380.2733 acre tract conveyed to Callon Petroleum Operating Company by deed recorded in Document No. 2012-0926 of said Official Records for the northwest corner of said Llano Estacado Addition and the southwest corner hereof;

THENCE North 14°20'01" West a distance of 1324.45 feet along the east line of said 380.2733 acre tract to a mag nail found for the northwest corner hereof;

THENCE North 75°24'28" East a distance of 1319.80 feet along the south line of said Llano Estacado Addition, Section 2, to the **POINT OF BEGINNING** and containing 40.181 acres of land, more or less.

Note: Bearings, distances, and acreage shown hereon are Grid, NAD83(CORS96-HARN), Texas Central Zone and are based on NGS CORS/OPUS solutions. Iron rods set are 1/2 inch by 24 inch steel rebar with blue plastic caps marked "WATSON-5498".

John F. Watson, RPLS
Registered Professional Land Surveyor No. 5498
State of Texas
Job no. 13-0132



August 22, 2013



CASE NO. 2-13-04 29.5

PLANNING AND ZONING COMMISSION

September 16, 2013

CASE: Z-13-040.

REQUEST: Hold a public hearing and consider a request for a zone change from AE, Agriculture Estate District to 1F-1, One-Family Dwelling District.

APPLICANT/OWNER: Chris Kawaja.

REPRESENTATIVE: Maverick Engineering.

LEGAL DESCRIPTION: A 40.18-acre tract out of Section 23, Block 40, T-1-S, T&P RR Company Survey, Midland County, Texas.

LOCATION: Between Avalon and Golden Gate Drives, approximately 130 feet north of Gladiola Avenue.

DETAILS OF REQUEST:

1. The applicant has submitted a preliminary plat application (also scheduled on the September 16th agenda) which proposes to develop this property into 59 residential lots. The current AE, Agriculture Estate District zoning requires a minimum lot size of two acres, and the average lot size shown on the plat is approximately one-half acre. Since the proposed lots do not meet the minimum area requirement of 40,000 square feet promulgated by the CE, Country Estate District, the applicant is proposing a change to the 1F-1, One-Family Dwelling District.

SURROUNDING ZONING AND LAND USE:

2. This property was annexed in 2005, at which time it was zoned FD, Future Development District. In 2010 it was rezoned to an AE District. The two parcels immediately to the north are also zoned AE District, while one lot farther north, on the south side of Briarwood Avenue, is zoned CE District. The land to the west, owned by Linn Energy, is zoned FD District and is vacant. The land to the south is zoned CE District, and is developed with the existing Llano Estacado neighborhood. The land to the west is zoned FD District and is vacant.

ANALYSIS:

3. Most of the surrounding land is zoned AE District, CE District or FD District. This indicates that the surrounding development is at a relatively low density, or the density is unknown at this time. This is likely a direct result of the lack of municipal sanitary sewer service in this area. While most 1F-1 Districts are served with sanitary sewer, with municipal water service, the minimum lot size need for a septic system is one-half acre. There are no nearby 1F-1 Districts within the area. However, water service is nearby, and the platting process will require the developer to install water lines to all of the proposed lots. With the surrounding low density, there is no change of having the City's infrastructure overloaded with too many homes. Further, this tract is large enough to avoid the spot zoning issue. Therefore, the staff finds this proposal to be reasonable.

As a footnote, the City's consultant hired to update the Zoning Code is recommending an additional residential zoning district with a minimum lot size of 20,000 square feet, to fill the gap between the 9,000 square foot minimum of the 1F-1 District and the 40,000 minimum size of a CE District lot. Such a lot would serve this proposal well.

STAFF RECOMMENDATION:

We recommend approval of this request for a zone change from AE, Agriculture Estate District to 1F-1, One-Family Dwelling District.



Jim Compton
Acting Planning Division Manager
Department of Development Services

Attachments:

Application
Maps

Case Number: 2-13-040

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

Chris Kawaja 415-999-0560
Applicant Name (Phone/e-mail)

1977 Trestle Court Sparks, TX 89434
Address **Zip Code**

Chris Kawaja
Property Owner Name (Phone/e-mail)

Address **Zip Code**

Andrew Mellen 432-262-0616 Ex 107 amellen@maverickentities.com
Representative Name (Phone/e-mail)

1909 W. Wall St. Midland TX 79701
Address **Zip Code**

Street address and Legal Description of property (complete Lot, Block, and Subdivision Name or if unplatted, attach a Metes and Bounds description with surveyor's seal). Each district must be described separately. Please see attached Metes and Bounds

PRESENT ZONE: AE REQUESTED ZONE: IF1 Am
(List by tracts if more than one district is requested)

Reason for Zone Change Request: The objective is to plat out 0.5 acre tracts for ~~IF2~~ type housing
IF1

Present Use of Property: Raw Land

Proposed Use of Property: Single Family Development

How will zone change affect the public health, safety and welfare? It will bennefit Midland with additional single family homes.

Describe how conditions affecting the property have changed since present zoning designation: The land has remained raw except for three Callon oil well locations.

Is a Specific Use Permit with Term for alcoholic beverages sales needed? Yes x No

APPLICATION FEES:

- Single, standard zone change: \$400. Multiple, standard zone change: add \$100 per additional district.
- Single PD, Planned District zone change: \$550. Multiple PD proposal: add \$100 per district.
- If a Traffic Impact Analysis is required, a fee of up to \$500.00 will be assessed.

SITE PLAN SUBMITTALS (if applicable):

16 copies (FOLDED) of the PD site plan:

Site Plan in digital format .pdf and .jpg:

N/A
N/A

SIGNATURE (by property owner only - authorized agent must sign affidavit below)

Property Owner (signature): _____ Date: _____

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared

Andrew L. Mellen Jr who, being by me duly sworn, upon oath says: That (s)he is authorized by Chris Kawaja, 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.

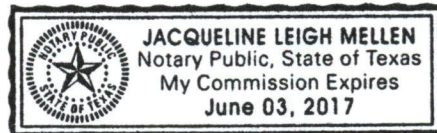
[Signature]

Authorized Agent (signature)

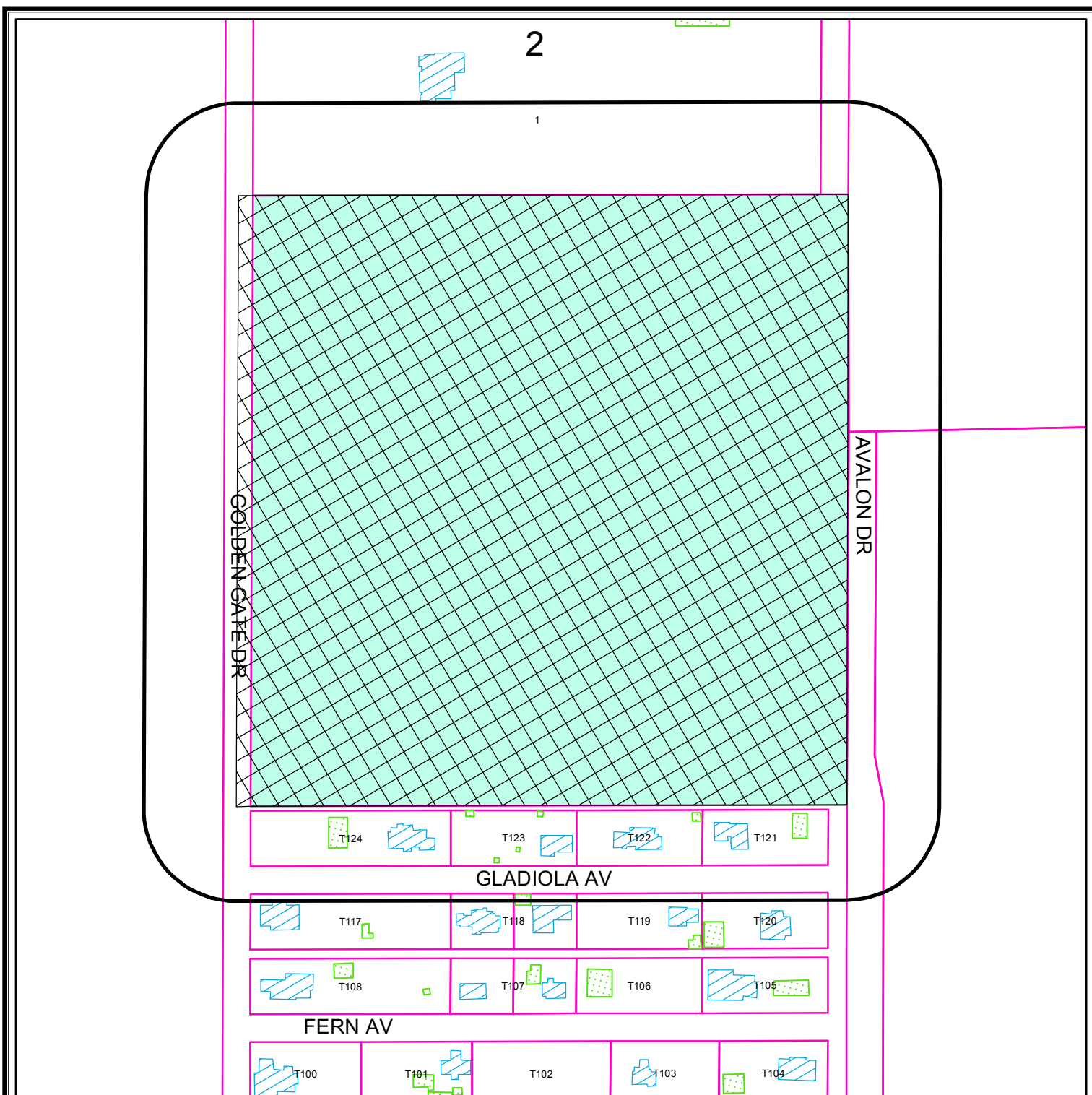
Subscribed and sworn to before me, this 23 day of AUGUST, 20 13, to certify which witness my hand and seal of office.

Jacqueline Leigh Mellen
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>JS</u>	Date: <u>9/23</u>
Assigned: <u>JC</u>	
For: <u>P+2</u>	On: <u>9/16/13</u>



****Application will not be considered for scheduling until reviewed by a planner.****



PROPERTY OWNER NOTIFICATION MAP

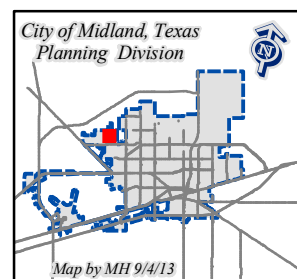
Z - 13 - 040

Scale: 1" = 300'

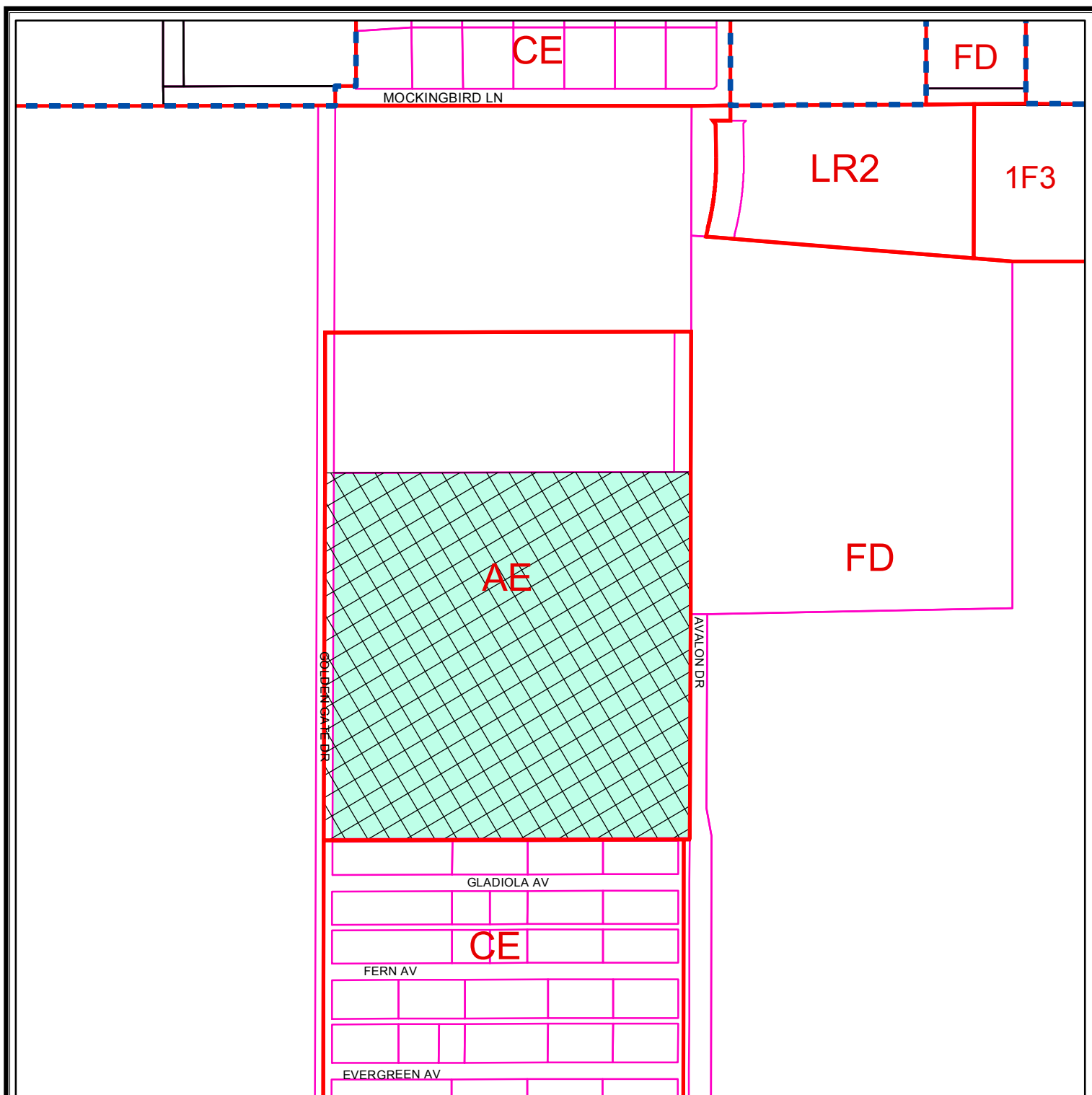
Consider a request for a zone change from AE, Agriculture Estate District to 1F-1, One-Family Dwelling District on a 40.181-acre tract of land ut of Section 23, Block 40, T-1-S, T & P RR Co. Survey, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- ACCESSORY BLDGS
- PRIVATE BLDGS



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ZONING MAP

Z - 13 - 040

Scale: 1" = 500'

Consider a request for a zone change from AE, Agriculture Estate District to 1F-1, One-Family Dwelling District on a 40.181-acre tract of land ut of Section 23, Block 40, T-1-S, T & P RR Co. Survey, City and County of Midland, Texas.

LEGEND

- ZONING
- CITY LIMITS
- CITY PARCELS
- COUNTY PARCELS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 22, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Consider an ordinance on second reading on a request by Lamar Advertising/Sue Brannon for a Specific Use Permit With Term for an Electronic Billboard/Billboard Sign on a 1.807-acre tract of land out of Section 5, Block "X", H.P. Hilliard Survey, City and County of Midland, Texas. (Generally located on the north side of W. Loop 250 North, approximately 675 feet west of N. Midkiff Road.) District – 1.

Purpose:

Consider an ordinance on second reading on a request by Lamar Advertising/Sue Brannon for a Specific Use Permit With Term for an Electronic Billboard/Billboard Sign on a 1.807-acre tract of land out of Section 5, Block "X", H.P. Hilliard Survey, 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 applicant wishes to place a two-panel billboard (electronic and static faces) on the north side of W. Loop 250 North (across the Midland Park Mall) and approximately 675 feet west of Midkiff Road. The property includes three storage buildings, and is zoned LR-2, Local Retail District, and requires a Specific Use Permit for the 392 square feet, 30 foot high, billboard. The billboard meets each of the requirements listed in the City Code in terms of, for example, height, area, setbacks, minimum separation, and so on. The billboard does not, however, meet the recommendations listed in the Midland Master Plan 2025. The Planning and Zoning Commission voted for denial of this

request, but the City Council voted unanimously for approval of the request at the October 8, 2013, City Council meeting. No changes have been made since that date. It is now appropriate for this ordinance to be approved on second and final reading.

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS 1.807-ACRE TRACT OF LAND OUT OF SECTION 5, BLOCK "X", H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 675 FEET WEST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED LR-2, LOCAL RETAIL DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR A BILLBOARD; 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 LR-2, Local Retail District, to-wit:

A 1.807-acre tract of land out of Section 5, Block "X", H.P. Hilliard Survey, City and County of Midland, Texas;

is hereby changed to permit said property to be used under a Specific Use Permit With Term for a billboard, together with the uses permitted in the present LR-2, Local Retail District.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

1. That the location of billboard shall conform to the site plan, which is attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. That the billboard shall conform to Exhibit “B”, which is attached hereto and incorporated herein for all purposes; the maximum height of the billboard shall not exceed 30 feet, and the maximum square footage in area per sign face shall not exceed 392 square feet.
3. That the billboard shall conform to the City of Midland sign code.
4. That the billboard shall comply with Texas Department of Transportation regulations.
5. That the applicant, Lamar Outdoor Advertising, shall obtain a Certificate of Occupancy prior to using this billboard for advertising to ensure the conditions of this permit are satisfied.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by

the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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

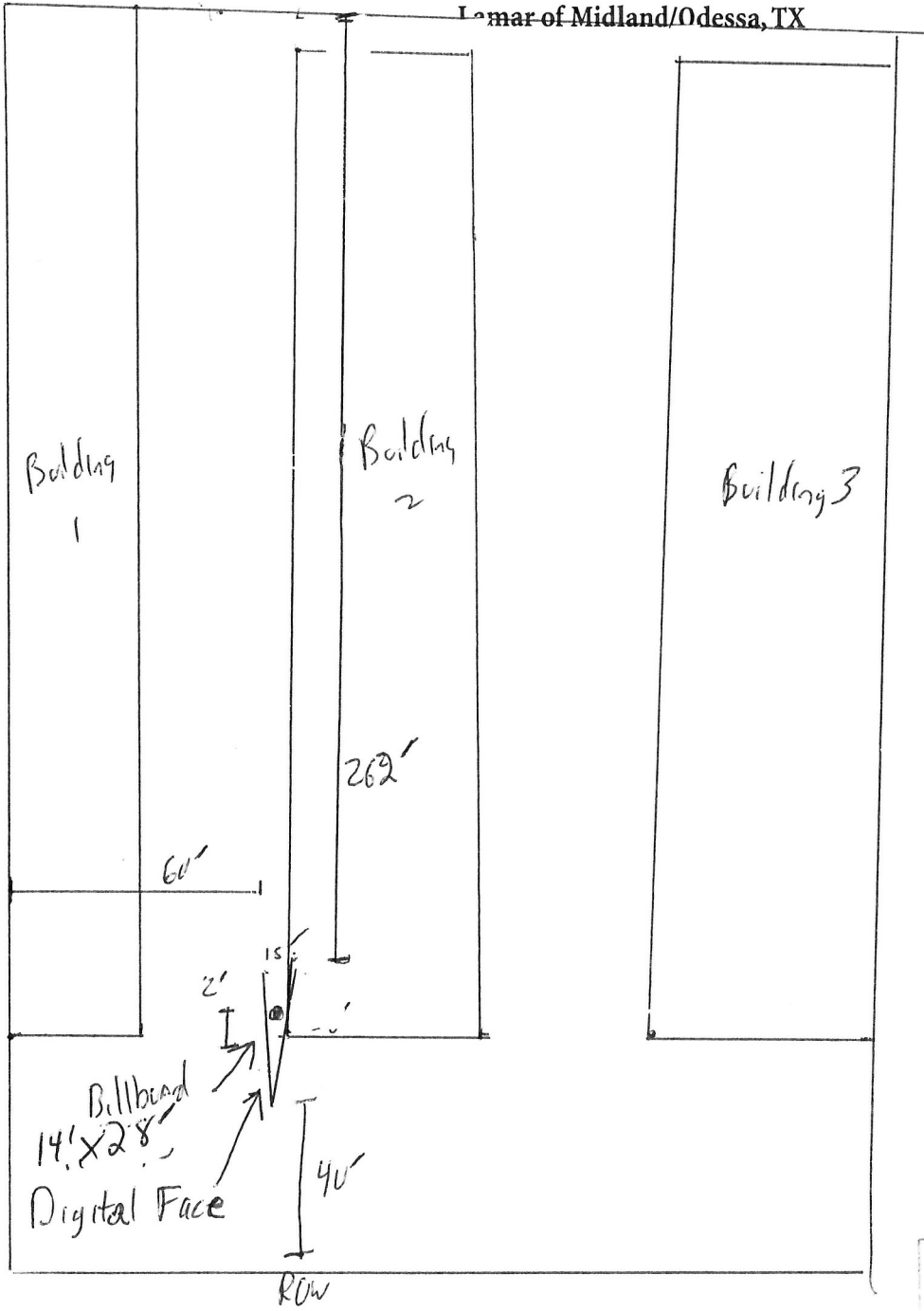
APPROVED AS TO FORM:

Keith Stretcher, City Attorney



Lamar of Midland/Odessa, TX

N
1' = 50"



Loop 250

3400 W Loop 250

RECEIVED
SEP - 5 2013
CITY OF MIDLAND
PLANNING DIVISION OFFICE

EXHIBIT A



LAMAR ADVERTISING COMPANY

3400 W Loop 250 N

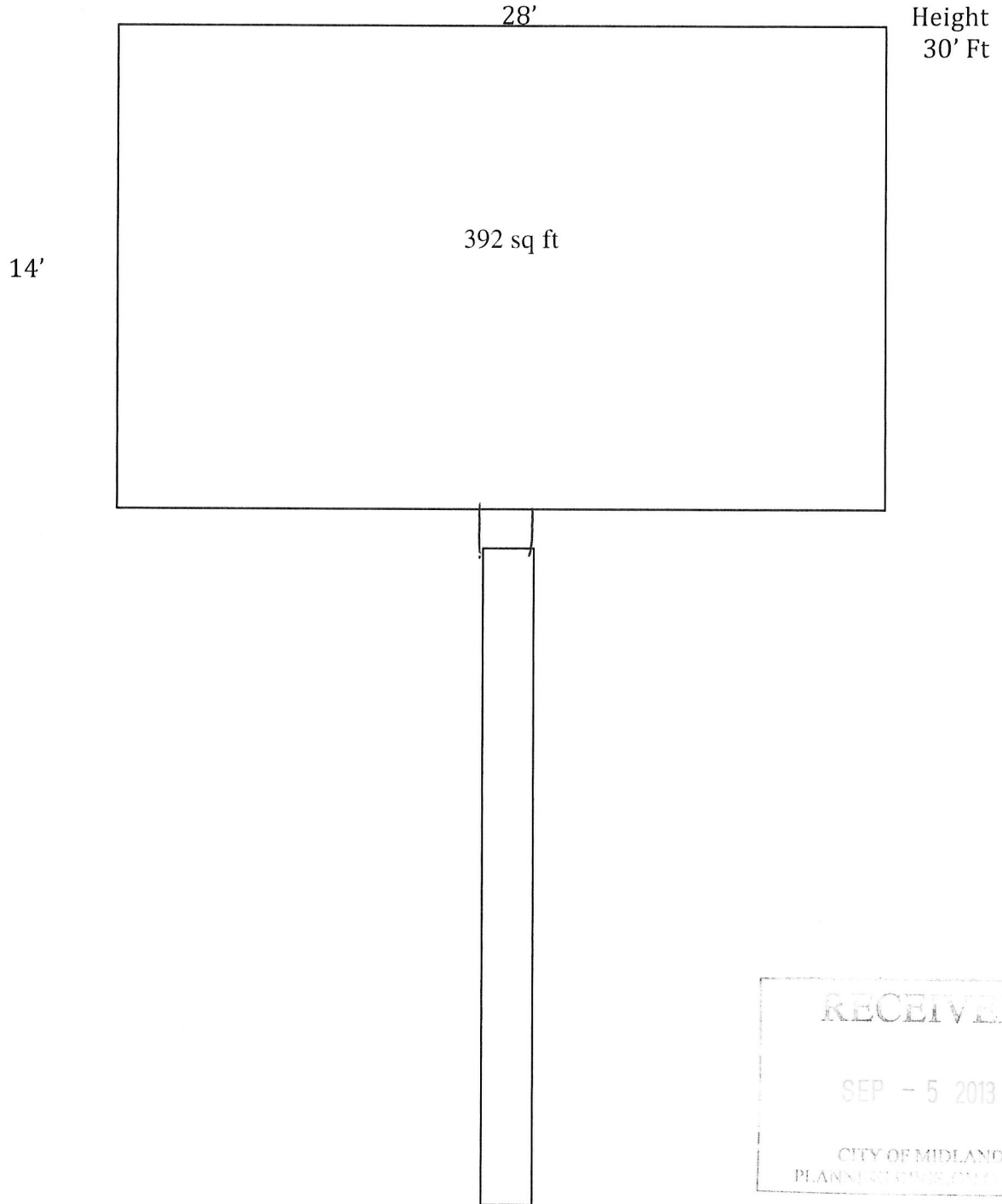


EXHIBIT B

P.O. Box 10586 Midland, Texas 79702
(432) 683-8571 • FAX (432) 683-8595

CASE NO. S-13-011

PLANNING AND ZONING COMMISSION

September 16, 2013

CASE: S-13-011, Lamar Advertising/Sue Brannon.

REQUEST: Hold a public hearing and consider a request for a Specific Use Permit with Term for an Electronic Billboard/Billboard Sign.

APPLICANT: Lamar Advertising.

OWNER: Sue Brannon.

LEGAL DESCRIPTION: On a 1.807-acre tract of land out of Section 5, Block "X", H.P. Hilliard Survey, City and County of Midland, Texas.

LOCATION: Generally located on the north side of W. Loop 250 North, approximately 675 feet west of N. Midkiff Road.

CURRENT ZONING: LR-2, Local Retail District.

DETAILS OF REQUEST:

1. The applicant wishes to construct an electronic billboard on the owner's property located north of W. Loop 250 North (across the Midland Park Mall), and approximately 675 feet west of Midkiff Road. The unplatted property is within an LR-2, Local Retail District, and includes three storage buildings. Typically, billboards are a use permitted by right in the C-2, C-3, LI, and HI Districts. However, a Specific Use Permit is required for a billboard within the LR-2, LR-3, C-1, and BP Districts. Thus, this request requires approval of a Specific Use Permit for a billboard prior to obtaining a sign permit. The billboard will have a maximum height of 30 feet. The dimensions of the billboard will be 14' X 28' feet, totaling a sign area of 392 square feet. The location of the billboard will be two feet north of the front of Building 2 (which is setback 40' from the front property line) and 60' from the west property line (on the west side of Building 2), as shown in the Site Plan (Exhibit A). The V-shaped billboard will include two panels (with a distance of 15' at the opening end of the "V") consisting of the electronic portion of the billboard facing west, and a static, vinyl wrapped billboard facing the east.

SURROUNDING ZONING AND LAND USE:

2. The property is located within an LR-2, Local Retail District. To the north is a vacant 1F-1, One-Family Dwelling District owned by the City. To the west is a MF-1, Multi-Family Dwelling District, location of the Waterford at North Park Apartments. To the south across Loop 250 is the Midland Park Mall within a PDSC, Planned District for a Shopping Center. Finally, to the east is a continuation of the LR-2, Local Retail District, including uses such as a Kent Kwik, McDonalds, 7-Eleven, and Burger King.

ANALYSIS:

3. Title 11, Chapter 7a, "Revised Outdoor Sign Regulations," and in particular, Section 8, "Billboards and Electronic Billboards," of Midland's City Code, lists several requirements that must be met prior to approval of billboards:
 - Minimum Separation:
 - Static: No billboard location may be approved which is within 1,000 feet of an existing billboard, or property zoned with a Specific Use Permit with term for location of a billboard on the same side of the street, or within 1,500 feet of an existing electronic billboard or property zoned with a Specific Use Permit with term for an electronic billboard on the same side of the street.
 - Electronic: No electronic billboard location may be approved which is within 1,500 feet of an existing billboard on the same side of the street, or within 1,500 feet of any other electronic billboard facing the same direction of travel, or within 1,500 feet of a property zoned with a Specific Use Permit with Term for the location of any billboard on the same side of the street.
 - As this sign is a combination of the two types (static and electronic), any future billboard requests will be bound by the more restrictive standard).
 - Maximum Height: 30 feet, for both static and electronic.
 - Maximum Sign Area:
 - Static: The total area of each sign face shall not exceed 672 square feet.
 - Electronic: 400 square feet.
 - Limits of Sign Face: A billboard shall be limited to a single face viewed from any one direction, for both static and electronic.

- Setbacks: Same as the setbacks required for buildings in the zoning district (LR-2 front setback is a minimum of 15'), for static and electronic.
- Distance from MF-2, Multi-Family Dwelling District, or More Restrictive Districts:
 - Static: 75 feet.
 - Electronic: 150 feet.
- Lighting:
 - Static: Exterior lighting to be shielded to prevent glare.
 - Electronic: No external lighting shall be used to illuminate the electronic billboard.
- Electronic Billboards: Compliance to other information listed in the City Code such as prohibitions on display and animations, operation requirements such as light intensity and message transition, and emergency notification requirements must be met.

The location and design of the proposed billboard complies with the City Code on all of the points listed above. There are no other billboards within 1,500 feet of this proposed billboard or a property zoned for Specific Use Permit for a billboard. The maximum height is 30' as required by the Code. The static sign area does not exceed 672 square feet, and the electronic billboard sign face is less than 400 square feet. The billboard is limited to a single face viewed from any one direction. The setbacks for the LR-2 District are met. The distances to the surrounding zoning which are MF-2 or less restrictive are in compliance; the closest 1F-1, One-Family Dwelling District, to the north is at least 262 feet away as shown in Exhibit A, and the distance to the MF-1, Multi-Family Dwelling District (the Waterford at North Park Apartments) to the west, is approximately 415 feet away. The applicant is proposing two external lighting fixtures on the vinyl wrapped east face, and internal LED lighting for the west, electronic face. The applicant is also aware of the other electronic billboard requirements.

Although the billboard meets all the requirements of the City Code, the Comprehensive Plan and a 1978 policy suggest that locations of billboards are also subjective. According to the Signage section of the Midland Master Plan 2025, it has been recommended that future billboards should be prohibited along Interstate Highway 20, Business I-20, Loop 250, La Entrada, and Ports-to-Plains. Additionally, in July 1978, the Planning and Zoning Commission had unanimously adopted a policy regarding the placement of billboards to assist in evaluating Specific Use Permits. Essentially, this policy states the following:

1. That billboard locations should be considered only along major thoroughfares which carry state highway traffic through the city, including streets such as Garden City Highway, Florida Avenue,
2. Andrews Highway, Big Spring Street, Rankin Highway, Business I-20, I-20, Fairgrounds Road, and certain segments of the Loop.
3. That billboard locations along these routes should be limited to areas of major commercial concentrations where the billboards would conform to the character of the area.
4. That billboards should be avoided in shopping center locations which serve residential areas.
5. That size, setback, height, spacing, and lighting restrictions should also be considered when evaluating such requests.

Loop 250 does not primarily serve as a state highway artery; the primary function of the loop is to intercept residential traffic and carry it to other areas of the City. Based on these policies, staff believes that this proposed billboard would not fit the character of the area. Although the policy indicates that segments of Loop 250 may be considered appropriate, the City Council over the years has indicated that the portion of Loop 250 between Andrews Highway and Big Spring Street should maintain an overall residential character, as opposed to an area with high concentrations of commercial development. Indeed, this section of Loop 250 is surrounded with single-family homes and apartments. Of course, restaurants and shopping areas do also exist, but are mainly along intersections with arterial streets. This proposed billboard location is also directly across the Midland Park Mall, which is Midland's largest concentration of retail development. Further, the billboard at this location would be within a retail district which serves residential areas, and goes against the intent of the policy. There is only one other billboard on the north Loop by the Midland Park Lanes bowling alley (by Holiday Hill Road). The 1987 report indicated that staff had recommended denial of a billboard at this location, although it was ultimately approved by the Planning and Zoning Commission and City Council. There are some billboards along West Loop 250. However, this area (between Andrews Highway and I-20) is intended to have a different character than the north portion of Loop 250. The billboards which are in place adjacent to West Loop 250 are mainly in place because they are allowed by right in those zoning districts (C-2, C-3, LI, HI). Thus, although the billboard meets the objective requirements of the City Code, it is inconsistent with the subjective criteria recommended by this policy.

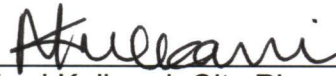
STAFF RECOMMENDATION:

Staff recommends disapproval of this request for a Specific Use Permit with Term for an Electronic Billboard/Billboard Sign. Should the Planning and Zoning Commission find this site to be a reasonable location for the billboard, we recommend that any approval be subject to the following conditions:

- A. That the location of the billboard shall conform to the Site Plan (Exhibit A);
- B. That the billboard shall conform to Exhibit B:
 - a. That the maximum height of the billboard shall not exceed 30 feet;
 - b. That the maximum square footage in area per sign face shall not exceed 392 square feet.
- C. That this billboard shall conform to all conditions of the current Midland Sign Code;
- D. That the billboard must comply with all state requirements from TxDot along Loop 250.
- E. That the applicant, Lamar Advertising, shall obtain a Certificate of Occupancy prior to using this billboard for advertising to ensure the conditions of this permit are satisfied;



Jim Compton
Acting Planning Division Manager
Department of Development Services



Madhuri Kulkarni, City Planner
Department of Development Services

Attachments:

Application
Maps
Exhibits A and B

Case Number:

5-13011

CITY OF MIDLAND
Planning Division

SPECIFIC USE PERMIT APPLICATION

Lamar Advertising 432-683-8571
Applicant Name Contact Phone #s
1011 S. Garfield 79701
Address Zip Code
E-Mail address: cstokes@lamar.com

*- gen manager
Chris*

Sue Brannon 432-694-5588
Property Owner Name Contact Phone #s
4501 Cardinal Lane 79707
Address Zip Code
E-Mail address: n/a

Operator (if different from Applicant or Property Owner) Contact Phone #s
Address Zip Code

Type of Permit: Billboard/digital

SUP with Term: Yes No
(For Office Use)

Street address and Legal Description of property on which SUP is desired (complete Lot, Block, and Subdivision, or if unplatted, attach a Metes and Bounds description with surveyor's seal.)

3400 W Loop 250
Acres 1.807, SEC: 5 SE/4, SURV: H P Hilliard, BLK: X

Current Zoning: R2

Maximum Floor Area: n/a Max. Occupancy: n/a

Proposed hours and days of use or operation: n/a

Reason for request: special use permit required for billboard in R2

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: proper spacing from residential area
and commercial zoning

REQUIRED SUBMITTALS

1. Application fee: **\$300.** (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.)
2. Site plan – 16 copies (FOLDED)
3. On a CD in .pdf and .jpg format.

SIGNATURES:

Applicant: _____ Date: 8/6/13

Property Owner: _____ Date: _____

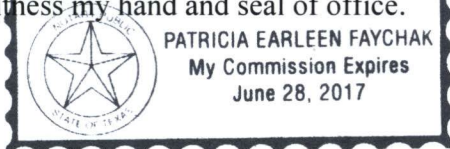
If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared

Chris Stokes who, being by me duly sworn, upon oath says: That (s)he is authorized by Sue Brannen, 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.

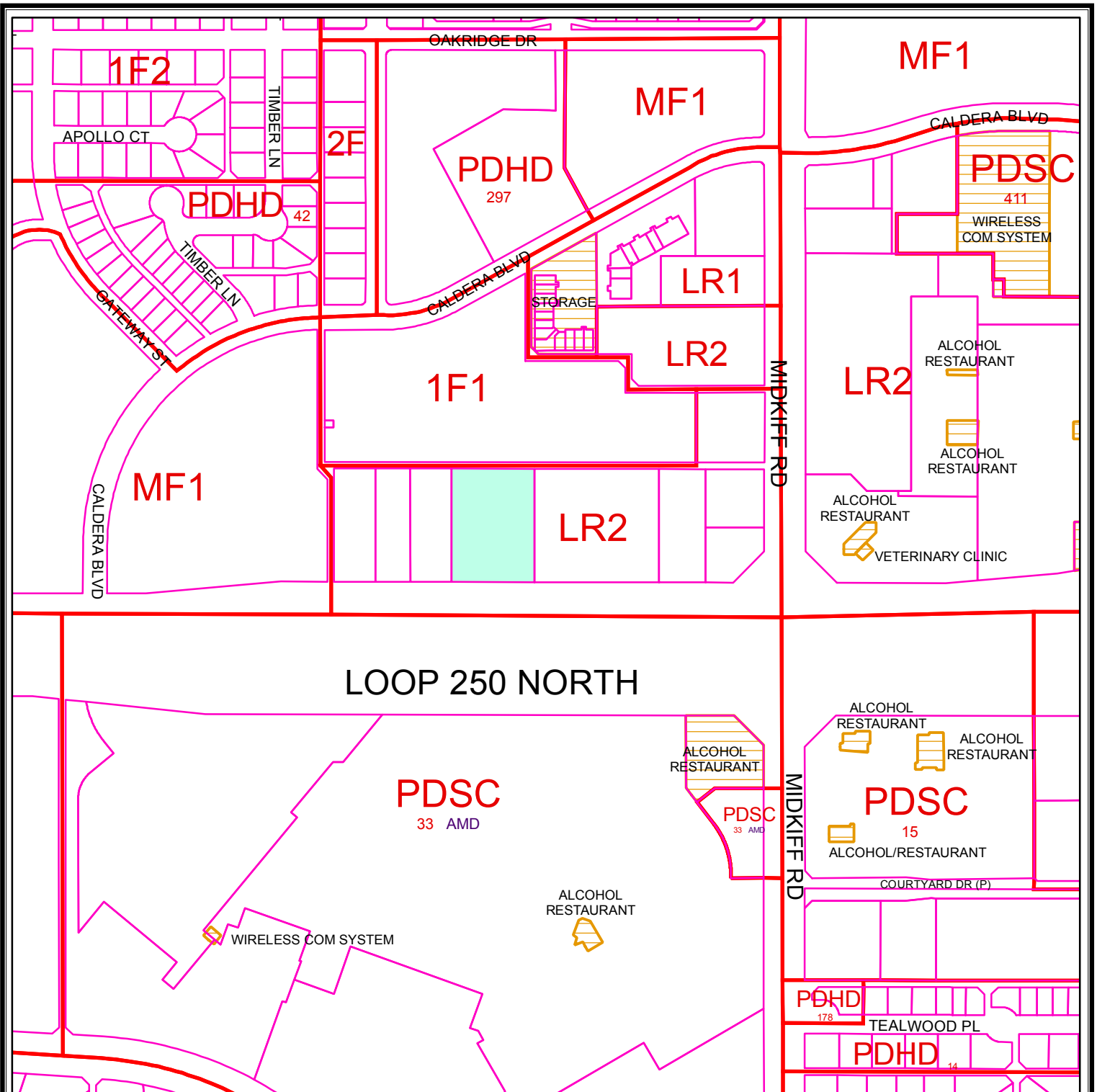
Subscribed and sworn to before me, this 6th day of August, 2013, to certify which
witness my hand and seal of office.



Patricia Faychak
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>TS</u>	Date: <u>8/9</u>
Assigned: <u>MK</u>	
For: <u>P&Z</u>	On: <u>9/10/13</u>

****Application will not be considered for scheduling until reviewed by a planner.****



ZONING MAP

S - 13 - 011

Scale: 1" = 400'

Consider a request for a Specific Use Permit with Term for an Electronic Billboard/ Billboard Sign, on a 1.807-acre tract of land out of Section 5, Block "X", H. P. Hilliard Survey, 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, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: October 22, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Consider an ordinance on second reading on a request by Cliff Chalmers for the vacation of the 0.025-acre portion of the alley adjacent to Lots 3 and 4, Block 17, 349 Ranch Estates, Section 3, City and County of Midland, Texas. (Generally located on the north side of Arapahoe Road, approximately 700 feet east of N. State Hwy 349.) – District 1.

Purpose:

Consider an ordinance on second reading on a request by Cliff Chalmers for the vacation of the 0.025-acre portion of the alley adjacent to Lots 3 and 4, Block 17, 349 Ranch Estates, Section 3, 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 property on the east side of State Highway 349 and on the north and south sides of Arapahoe Road is currently being replatted as 349 Ranch Estates, Section 18. The replat will include the previously vacated portions of Arapahoe Road and vacated alleys, and other changes to the lots. A new alley is being dedicated between two of the lots as the current alley dead ends, which is not permitted according to the Subdivision Code. Thus, the applicant is requesting to vacate the section of the dead end alley. All of the franchised utility companies were contacted, and have no objection to the vacation. The land value of the alley dedicated by the plat will exceed the value of the portion being vacated. City Council has approved this ordinance on first reading on October 8, 2013, and no changes have been made since that date.

ORDINANCE NO.

AN ORDINANCE VACATING AND ABANDONING A 0.025-ACRE PORTION OF ALLEY RIGHT-OF-WAY ADJACENT TO LOTS 3 AND 4, BLOCK 17, 349 RANCH ESTATES ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF ARAPAHOE ROAD, APPROXIMATELY 700 FEET EAST OF NORTH STATE HIGHWAY 349); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF \$1,091.00; 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 0.025-acre portion of alley right-of-way adjacent to Lots 3 and 4, Block 17, 349 Ranch Estates Addition, Section 3, City and County of Midland, Texas, is 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 \$1,091.00, as shown in Exhibit "C" 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 349 Ranch Estates Addition, Section 18; 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 0.025-acre portion of alley right-of-way adjacent to Lots 3 and 4, Block 17, 349 Ranch Estates Addition, Section 3, City and County of Midland, Texas, as described in Exhibits “A” and “B” attached hereto and made a part hereof for all legal purposes, is 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 349 Ranch Estates Addition, Section 18.

That this Ordinance shall not be effective until a final plat of 349 Ranch Estates Addition, Section 18, is submitted to the City of Midland in proper form for approval.

SECTION THREE. That upon the City’s receipt of the sum set forth in Section Two hereof, the City Secretary is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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

EXHIBIT "A"



SCALE: 1" = 50'

POB
N: 10722058.15
E: 1753573.19

N54°27'22"W 9.61'
N14°45'38"W 33.06'
S59°41'49"E 28.41'
N75°25'52"E 16.69'
S50°40'38"E 25.69'
S75°42'23"W 45.65'

53619.29 S. F.
1.23 Acres

DRILL SITE

ALLEY

10

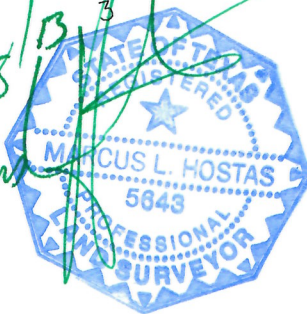
ARAPAHOE ROAD (60' R.O.W.)

BOWMAN CIRCLE (60')

RECEIVED

AUG - 8 2013

CITY OF MIDLAND
PLANNING DIVISION OFFICE



WEST COMPANY



OF MIDLAND, INC.

ENGINEERS - PLANNERS - SURVEYORS
REGISTRATION NUMBER F-2184

110 W. LOUISIANA AVE., SUITE 110
MIDLAND, TEXAS 79701

TEL: (432) 687-0665 FAX: (432) 687-0668
August 2013

CASE NO. V-13-009

WEST COMPANY

of Midland Inc.

110 W. Louisiana Ave. Suite. 110
MIDLAND TEXAS 79701-3414
OFFICE (432) 687-0865 FAX (432) 687-0868
www.team-west.com

August 8, 2013

FIELD NOTES OF A 0.0250 ACRE (1091 S.F.) OUT OF SECTION 12, BLOCK "X",
H. P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS:

BEGINNING at the northwest corner of this tract (N:10722058.15, E:1753573.19) a found ½-inch iron rod with yellow cap marked "RPLS 4170" in the eastern boundary of a north/south alley and in the most westerly southwest corner of Lot 4, Block 17, 349 Ranch Estates, Section 3 as recorded in Cabinet "C", Page 88, Midland County Plat Records;

THENCE S 59°41'49" E, with the alley cutback and the southwest boundary of said Lot 4, a distance of 28.41 feet to a found ½-inch iron rod with yellow cap marked "RPLS 4170" for an interior corner this tract;

THENCE N 75°25'52" E, with the southern boundary of said Lot 4, a distance of 16.69 feet to a found ½-inch iron rod with yellow cap marked "RPLS 4170" for the Northeast corner this tract and a corner of that certain ordinance number 8610 vacating a portion of Arapahoe Road and a portion of a 20 foot wide Alley;

THENCE S 50°40'38" E, a distance of 25.69 feet with a line of said ordinance to a point for the Southeast corner this tract;

THENCE S 75°42'23" W, a distance of 45.65 feet to a point for a corner this tract;

THENCE N 54°27'22" W, a distance of 9.61 feet to a point for the Southwest corner this tract;

THENCE N 14°45'38" W, a distance of 33.06 feet to the Place of Beginning and containing 0.0250 acres of land.

Vacation of alley right-of-way
Ordinance No. 8610
Cliff Chalmers and Carrasco Homes LLC
Job No. 2013-0564 field notes alley vacation-no 2



EXHIBIT B



CASE NO. V-13-000A



Office of the City Manager

October 1, 2013

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.025-acre portion of alley right-of-way adjacent to Lots 3 and 4, Block 17, 349 Ranch Estates Addition, Section 3, 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 \$1,091.00.

Very truly yours,

Courtney Sharp
City Manager

Exhibit "C"

L:\Ordinances\Planning\Vacate & Abandon\2013\349 Ranch Estates Addition Appraisal Letter.wpd

CITY OF MIDLAND
Transportation Division

APPLICATION TO VACATE RIGHT-OF-WAY

- I. Application is hereby made to the City Council to vacate the following public right-of-way or easement:
0.0497 acre alley right-of-way and dedicate alley at new location.
- II. Reason for Request: To strighten alley alignment.
- III. Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way:
A dedicate alley will still be for public use.

IV. REQUIRED ITEMS:

1. Applicant(s) Information: (Attach extra sheets as necessary.)

Name: Cliff Chalmers

Address: 5100 Ashdown Place, Phone: 528-2201
Street
Midland Texas 79705
City State Zip Code

2. Metes and bounds description of property to be vacated including total square feet of vacation.
3. Map showing:
- Property to be vacated and its relationship to the applicant's property
 - Lot and block numbers of all adjacent tracts
 - Current zoning of all adjacent tracts
4. Letter(s) of Concurrence signed by adjacent property owner(s). (See attached)
5. Application Fee: \$300.00

Required items attached? Date Received: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____

The City of Midland will take no action on this request, until items 1-5 are received.

- V. Clearance is needed from the following utility companies: City of Midland / Atmos Energy
 Caprock Energy / Oncor Electric / AT&T / Suddenlink Cable TV Co. / Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained and to work out any issues that may arise.

VI. Policies:

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.
2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:
 - a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.
 - b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 1,000 feet of the affected right-of-way.
 - c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signature of applicant: Agent: Max W. Richardson Date: 5-20-2013

****Application will not be considered for scheduling until all required items are reviewed by City Staff.****

To be completed by City of Midland staff:

FOR OFFICE USE ONLY	
Rec'd. By: <u>DS</u>	Date: <u>5/21</u>
Assigned: <u>MK</u>	
For: <u>CC</u>	On: <u>10/8/13</u>

HWY 349

ARAPAHOE RD

TEJAS

0.025-acres

BOWMAN CR

CISCO ST

LOCATION MAP

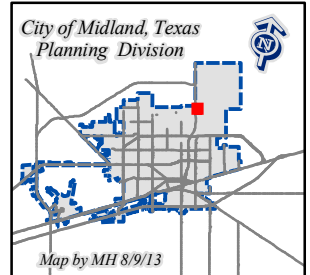
V - 13 - 019

Scale: 1" = 200'

Consider a request for the vacation of a 0.025-acre portion of the alley adjacent to Lots 3 and 4, Block 17, 349 Ranch Estates, Section 3, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: 10/22/2013

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider an ordinance on second reading granting to Oncor Electric Delivery Company LLC, its successors and assigns, an electric power franchise to use the present and future streets, alleys, highways, public utility easements, public ways and public property of the City of Midland, Texas, providing for compensation therefor, providing for an effective date and a term of said franchise, providing for written acceptance of this franchise, providing for the repeal of all existing franchise ordinances to Oncor Electric Delivery Company LLC, its predecessors and assigns, and finding that the meeting at which this ordinance is passed is open to the public.

Purpose:

Approval of an ordinance renewing the City's electric franchise agreement with Oncor Electric Delivery Company.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Franchise fees will remain unchanged.

Discussion:

Staff is recommending approval of the renewal of the electric franchise agreement for ten years. This agreement has been significantly revised from the existing agreement. Please see the attached memo from Robert Patrick, Assistant to the City Manager, for details of the revisions.

City of Midland Interoffice Memorandum

Date: September 18, 2013
To: Mayor and City Council
From: Robert Patrick, Assistant to the City Manager
Subject: Oncor Franchise Agreement

It is time again to consider a renewal of our Electric Franchise Agreement, this agreement is for a period of ten years, and has been revised substantially from our existing agreement. City Manager Courtney Sharp, Assistant City Manager Jim Nichols and myself have negotiated with Oncor for the past several months and Oncor has agreed to include the following additions and modifications:

Section 2B- States that except for emergency conditions, the City will receive **notice** of the major repair work within the City by the Utility.

Section 2C- Gives the City the **right to inspect** the Company's facilities.

Section 2D- Allows the City Manager to, when reasonable, have the Utility **move facilities when they may interfere with City operations.**

Section 2E- **Ensures repairs are made** to a condition equally as good as before it was disturbed.

Section 5- Spells out **Insurance Requirements** of the Company.

Sections 7C,D, and E- **Require utility to give the City Statements of KWH delivery, Gross Revenues, and allow for interest to be paid to the City on any past due amounts by the Company.**

Section 8- Provides that if any **other City negotiates a higher rate than we negotiate, the City will have options to modify our agreement to collect the higher amount, but we must concede to all factors involved in the higher amount.**

Section 9- **Gives the City access to records, and provides for an audit from the City.**

Section 11- **Repealer Clause.**

Section 12- Spells out **Default, Remedies, and Termination.**

Section 14- **Severability Clause.**

Section 15- **Prohibits Assignment without written consent of the City.**

If you have any questions please do not hesitate to contact me.

Robert Patrick

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND PUBLIC PROPERTY OF THE CITY OF MIDLAND, TEXAS, PROVIDING FOR COMPENSATION THEREFOR, PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE, PROVIDING FOR THE REPEAL OF ALL EXISTING FRANCHISE ORDINANCES TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS PREDECESSORS AND ASSIGNS, AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION 1. GRANT OF AUTHORITY: That there is hereby granted to Oncor Electric Delivery Company LLC, its successors and assigns (herein called "Company"), the right, privilege and franchise to construct, extend, maintain and operate in, along, under and across the present and future streets, alleys, highways, public utility easements, public ways and other public property (Public Rights-of-Way) of the City of Midland, Texas (herein called "City") electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines, telephone and communication lines, and other structures for its own use), (herein called "Facilities") for the purpose of delivering electricity to the City, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof, for the term set out in Section 7, subject to this consent by the City in accordance with Texas Utilities Code, and in accordance with the Public Utility Regulatory Act (PURA) and any other applicable laws, rules, and regulations.

B. The provisions set forth in this ordinance represent the terms and conditions under which Company shall construct, operate, and maintain its system facilities within the Public Rights-of-Way of the City. Company, by its acceptance of this Franchise, agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in the City shall be in full force and effect and subject to the exercise thereof by the City at any time. The grant to Company in Section 1 is subject to the terms and conditions contained in this Franchise, PURA, the Texas Constitution, the Midland City Charter, and the City's applicable Code of Ordinances, including Section 9.1.1 – "Excavation and Placement of Utilities" of the City's Municipal Code, all as amended, and subject to applicable and controlling local, state and federal laws, rules, and regulations, including the laws, rules and regulations of any and all

agencies thereof, whether presently in force or whether enacted or adopted at any time in the future and this Franchise agreement. This franchise agreement shall in whether enacted or adopted at any time in the future. This franchise agreement shall in no way affect or impair the rights, obligations or remedies of the parties under PURA, other state or federal laws, rules or regulations, and the Texas Constitution. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party, including ordinances adopted by the City, that Company believes is in violation of any federal, state, or local laws, rules, or regulations. The City shall provide Company notice and opportunity to review and comment upon proposed ordinances relating to the Public Rights-of-Way.

C. This Franchise does not grant to the Company the right, privilege or authority to engage in any other activities within the City other than as specified in this Franchise.

SECTION 2.

A. Poles, towers and other structures shall be so erected as not to unreasonably interfere with traffic over streets, alleys and highways.

B. Company shall, except in cases of (i) emergency conditions or (ii) routine maintenance and repair of facilities that do not involve any of the following (a) cutting or breaking of pavement or (b) closure of traffic lane for longer than 24 hours or (c) boring or (d) excavation greater than 100 cubic feet or (iii) connection of real property to a utility service on the same side of the Public Rights-of-Way if connection does not require a pavement cut in the Public Rights-of-Way or (iv) replacement of a single damaged pole and associated work within a ten (10) foot radius of the damaged pole or (v) installation of aerial lines on less than 11 existing or new poles, provide City reasonable advance notice, and obtain a permit, (if required by City Ordinance), prior to performing work in the Public Rights-of-Way, except in no instance shall Company be required to pay fees or bonds related to its use of the Public Rights-of-Way, despite the City's enactment of any ordinance providing the contrary. Company shall construct and maintain its facilities in conformance with the applicable provisions of the National Electric Safety Code (NESC) or such comparable standards as may be adopted if the NESC is no longer the controlling standard, and in a good and workmanlike manner.

C. The City retains the right to make visual, non-invasive inspections of the Company's

facilities and upon reasonable notice and request, to require the Company to make available for inspection records or data to demonstrate its current compliance with the terms of this Franchise.

D. The location of Company's facilities in the Public Rights-of-Way shall be subject to approval by the City Manager or the City Manager's designated representative (the "Manager") prior to construction; provided however, said approval shall not be unreasonably withheld. This approval will be obtained through the City's permitting process (if required by City Ordinance). In the event of a conflict between the location of the proposed facilities of Company and the locations of the facilities of City or other Public Rights-of-Way users which exist or have been authorized by the City, the Manager shall resolve the conflict and determine the location of the respective facilities within the Public Rights-of-Way, The Manager will designate a reasonable alternate location in City's Public Rights-of-Way for Company's facilities if a reasonable alternate location exists. The Company will use reasonable efforts to work with the City to avoid installing its facilities in park or City property other than utility easements or street, alley, or highway Rights-of-Way. Company has the right to request City Council review of this or any actions concerning Company's use of the Public Rights-of-Way.

E. The Company shall restore, to the extent practicable and at the Company's expense, all work within the City Rights-of-Way by Company, to a condition equally as good as it was prior to being disturbed by Company's (and/or the Companies Subcontractor) construction, excavation, repair or removal or to a condition mutually agreed upon by City and Company. Company shall restore the City's Right-of-Way in accordance with Section 9.1.1 – "Excavation and Placement of Utilities" of the City's Municipal Code if reasonable and not in conflict with applicable federal and state laws, rules, and regulations and this Franchise agreement.

F. Company shall cooperate with the City in providing information regarding the location of current and future overhead and underground wires and poles within City's Public Rights-of-Way. Reproducible copies of maps showing the location of all overhead and underground wires and poles within the Public Rights-of-Way shall be furnished to the City upon reasonable request, if available. The maps shall be provided in electronic digital format, if available.

SECTION 3. The City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater and other pipe lines, cables, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Company. The City also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines, storm sewers, drainage basins, drainage ditches, and the like. Upon request by City, Company shall relocate its facilities at the expense of the City except as otherwise required by Section 37.101(c) of PURA, which statutory provision currently states, the governing body of a municipality may require an electric utility to relocate the utility's facility at the utility's expense to permit the widening or straightening of a street. City and Company further agree that widening and straightening of a street include the addition of any acceleration, deceleration, center or side turn lanes, and sidewalks (meaning sidewalks done in conjunction with widening or straightening of a street), provided that the City shall provide Company with at least thirty (30) days notice and shall specify a new location for such facilities along the Public Rights-of-Way of the street. Company shall, except in cases of emergency conditions or work incidental in nature, obtain a permit, if required by City ordinance, prior to performing work in the Public Rights-of-Way, except in no instance shall Company be required to pay fees or bonds related to its use of the Public Rights-of-Way, despite the City's enactment of any ordinance providing the contrary. Company shall construct its facilities in conformance with the applicable provisions of the National Electric Safety Code.

If the City requires the Company to adapt or conform its Facilities, or in any manner to alter, relocate, or change its Facilities to enable any other corporation or person to use, or use with greater convenience, said street, alley, highway, or public way, the Company shall not be bound to make such changes until such other corporation or person shall have undertaken, with good and sufficient bond, to reimburse the Company for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Company's Facilities.

If City abandons any Public Rights-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the

Public Rights-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 4.

A. In consideration of the granting of this franchise, Company shall, at its sole cost and expense, indemnify and hold the City, and its past and present officers, agents and employees harmless against any and all liability arising from suits, actions or claims regarding injury or death to any person or persons, or damages to any property arising out of or occasioned by the intentional and/or negligent acts or omissions of Company or any of its officers, agents, or employees in connection with Company's construction, maintenance and operation of Company's system in the public Rights-of-Way, including any reasonable court costs, expenses and defenses thereof.

B. This indemnity shall only apply to the extent that the loss, damage or injury is attributable to the negligence or wrongful act or omission of the Company, its officers, agents or employees, and does not apply to the extent such loss, damage or injury is attributable to the negligence or wrongful act or omission of the City or the City's officers, agents, or employees or any other person or entity. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of Company and the City.

C. In the event of joint and concurrent negligence or fault of both Company and the City, responsibility and indemnity, if any, shall be apportioned comparatively between the City and Company in accordance with the laws of the state of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both Company and the City, responsibility for all costs of defense shall be apportioned between the City and Company based upon the comparative fault of each.

D. In fulfilling its obligation to defend and indemnify City, Company shall have the right to select defense counsel, subject to City's approval, which will not be unreasonably withheld. Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this franchise. If Company fails to retain

counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all reasonable defense costs incurred by City, except as otherwise provided in section 4.B and 4.C.

SECTION 5. LIABILITY INSURANCE: Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Franchise, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

- A. Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000.00) per occurrence and ten million dollars (\$10,000,000.00) aggregate. This coverage shall include the following:
 - (1) Products/completed operations to be maintained for the warranty period.
 - (2) Personal and advertising injury.
 - (3) Contractual liability.
 - (4) Explosion, collapse, or underground (XCU) hazards.
- B. Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000.00) combined single limit each accident. This coverage shall include all owned, hired and non-owned automobiles.
- C. Workers compensation and employers liability coverage. Statutory coverage limits for Coverage A and five hundred thousand dollars (\$500,000.00) bodily injury each accident, five hundred thousand dollars (\$500,000.00) each employee bodily injury by disease, and five hundred thousand dollars (500,000.00) policy limit bodily injury by disease Coverage B employers' liability is required. Company must provide the City with a waiver of subrogation for worker's compensation claims.
- D. Company must name the City, which includes all authorities, commissions, divisions and departments, as well as elected and appointed officials, agents, employees and volunteers, as an additional insureds under the coverage required herein, except Worker's Compensation Coverage. The certificate of insurance must state that the City is an additional insured.
- E. Coverages required to be maintained under Sections 5.A, 5.B., and 5.C. shall include a waiver of subrogation in favor of the City, its officers, agents and employees.
- F. Company will require its contractors and subcontractors to maintain, at their sole cost

and expense, a minimum of three million dollars (\$3,000,000.00) each occurrence or each accident general liability and automobile liability throughout the course of work performed. Also contractors and subcontractors will be required to maintain statutory workers' compensation benefits in accordance with the regulations of the State of Texas or state of jurisdiction as applicable. The minimum limits for employers' liability insurance will be five hundred thousand dollars (\$500,000.00) bodily injury each accident, five hundred thousand dollars (\$500,000.00) each employee bodily injury by disease, five hundred thousand dollars (\$500,000.00) policy limit bodily injury by disease.

The Company will provide proof of its insurance in accordance with this Franchise within 30 days of the effective date of the Franchise and annually thereafter. Company will not be required to furnish separate proof when applying for permits.

SECTION 6. In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City the following:

- (a) A final quarterly payment was made on or before June 1, 2013 for the privilege period of January 1 through March 31, 2014 in accordance with the provisions in the previous franchise agreement.
- (b) As authorized by Section 33.008(b) of PURA, the original franchise fee factor calculated for the City in 2002 was 0.002944 (the "Base Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries for determining franchise payments going forward.

Due to a 2006 agreement between Company and City the franchise fee factor was increased to a franchise fee factor of 0.003091 (the “Current Factor”), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility’s point of delivery is located within the City’s municipal boundaries on an annual basis.

However, consistent with the 2006 agreement, should the Public Utility Commission of Texas at any time in the future disallow Company’s recovery through rates of the higher franchise payments made under the Current Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.002944 and all future payments, irrespective of the time period that is covered by the payment, will be made using the Base Factor.

Payments will be paid on a quarterly Pre-pay schedule as follows:

<u>Payment Due</u>	<u>Basis Period</u>	<u>Privilege Period (Following Year)</u>
September 1	Apr. 1 – Jun. 30	Apr. 1 – Jun. 30
December 1	Jul. 1 – Sept. 30	Jul. 1 – Sept. 30
March 1	Oct. 1 – Dec. 31	Oct. 1 – Dec. 31
June 1	Jan 1 – Mar. 31	Jan. 1 – Mar. 31

1. The first quarterly payment hereunder shall be due and payable on or before September 1, 2013 and will cover the basis period of April 1, 2013 through June 30, 2013 for the privilege period of April 1, 2014 through June 30, 2014. If this Franchise is not effective prior to the first quarterly payment date, Company will pay any payments due within 30 days of the effective date of this agreement. The final payment under this franchise is due on or before June 1, 2023 and covers the basis period of January 1, 2023 through March 31, 2023 for the privilege period of January 1, 2024 through March 31, 2024; and
2. After the final payment date of June 1, 2023, Company may continue to make payments in accordance with the above schedule. The City acknowledges that such continued payments will correspond to privilege periods that extend beyond the term

of this franchise and that such continued payments will be recognized in any subsequent franchise agreement as full payment for the relevant periods.

- (c) a sum equal to four percent (4%) of gross revenues received by Company from services identified as DD1 through DD24 in Section 6.1.2 “Discretionary Service Charges,” in its Tariff for Retail Delivery Service (Tariff), effective 1/1/2002, that are for the account and benefit of an end-use retail electric consumer. Company will, upon request by City, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Company’s current approved Tariff.
1. The franchise fee amounts based on “Discretionary Service Charges” shall be calculated on an annual calendar year basis, i.e. from January through December 31 of each calendar year.
 2. The franchise fee amounts that are due based on “Discretionary Service Charges” shall be paid at least once annually on or before April 30 each year based on the total “Discretionary Service Charges”, as set out in Section 6(c), received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April, 30 2014 and will be based on the calendar year January 1 through December 31, 2013. The final Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2025 and will be based on the calendar months of January 1 through March 31, 2024.
 3. Company may file a tariff or tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.
 4. City agrees (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.
 5. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.

6. In the event of a regulatory disallowance of the recovery of the franchise fees on the Discretionary Service Charges, Company will not be required to continue payment of such franchise fees.
- (d) With each payment of compensation required by Section 6.B, Company shall furnish to City a statement that provides the franchise basis period, the total amount of kilowatt hours of electricity delivered during the franchise basis period by the Company to retail customers whose consuming facility's point of delivery is located within the City's municipal boundaries, and the privilege period covered by the payment. The parties agree that any information exchanged or provided to the other party is true and correct to the best of their knowledge.
- (e) With each payment of compensation required by Section 6.C, Company shall furnish to the City a statement reflecting the total amount of gross revenues received by Company within the City's municipal boundaries for services identified in its Tariff, Section 7.1.2, "Discretionary Service Charges," Items DD1 through DD24. The parties agree that any information exchanged or provided to the other party is true and correct to the best of their knowledge.
- (f) If Company fails to pay when due any payment provided for in this Section, Company shall pay such amount plus interest from such due date until payment is received by City. Interest shall be calculated in accordance with the interest rate for customer deposits established by the PUC in accordance with Texas Utilities Code Section 183.003 for the time period involved.

SECTION 7. This Ordinance shall become effective upon Company's written acceptance hereof, said written acceptance to be filed by Company with the City within sixty (60) days after final passage and approval hereof. The right, privilege and franchise granted hereby shall expire on March 31, 2024; provided that, unless written notice of cancelation is given by either party hereto to the other not less than sixty (60) days before the expiration of this franchise agreement, it shall be automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such

renewal period.

SECTION 8.

- A. This Section 8 applies only if, after the effective date of this Franchise Agreement, Company enters into a new municipal franchise agreement or renews an existing municipal franchise agreement with another municipality that provides for a different method of calculation of franchise fees for use of the Public Rights-of-Way than the calculation under PURA, Section 33.008(b) which, if applied to the City, would result in a greater amount of franchise fees owed the City than under this Franchise Agreement.
- B. In the event of an occurrence as described in Section 8.A hereof, City shall have the option to:
 - 1. Have Company select, within 30 days of the City's request, any or all portions of the franchise agreement with the other municipality or comparable provisions that, at Company's sole discretion, must be considered in conjunction with the different method of the calculation of franchise fees included in that other franchise agreement; and
 - 2. Modify this franchise agreement to include both the different method of calculation of franchise fee found in the franchise agreement with the other municipality and all of the other provisions identified by Company pursuant to Section 8.B.1. In no event shall City be able to modify the franchise to include the different method of calculation of franchise fee found in the franchise agreement with the other municipality without this franchise also being modified to include all of the other provisions identified by Company pursuant to Section 8.B.1.
- C. City may not exercise the option provided in Section 8.B if any of the provisions that would be included in this franchise are, in Company's sole opinion, inconsistent with or in any manner contrary to any then-current rule, regulation, ordinance, law Code, or Charter of City.
- D. In the event of a regulatory disallowance of the increase in franchise fees paid pursuant to City's exercise of its option under Section 8.B, then at any time after the regulatory authority's entry of an order disallowing recovery of the additional

franchise fee expense in rates, Company shall have the right to cancel the modification of the franchise made pursuant to Section 8.B, and the terms of the Franchise shall immediately revert to those in place prior to City's exercise of its option under Section 8.B.

- E. Notwithstanding any other provision of this franchise, should the City exercise the option provided in Section 8.B, and then adopt any rule, regulation, ordinance, law, Code, or Charter of City that, in Company's sole opinion, is inconsistent with or in any manner contrary to the provisions included in this franchise pursuant to Section 8.B, then Company shall have the right to cancel all of the modifications to this franchise made pursuant to Section 8.B and, effective as of the date of the City's adoption of the inconsistent provision, the terms of the franchise shall revert to those in place prior to the City's exercise of its option under Section 8.B.
- F. The provisions of Section 8.A apply only to the amount of the franchise fee to be paid and do not apply to other franchise fee payment provisions, such as the timing of such payments. The provisions of Section 8.A do not apply to differences in the franchise fee factor that result from the application of the methodology set out in Section 33.008(b) of PURA or a successor methodology.

SECTION 9. In order to accept this franchise, Company must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City.

SECTION 10.

RECORDS AND REPORTS

- A. Company shall keep accurate books of account at its principal office for the purpose of determining the amount due to the City under this Franchise.
- B. Pursuant to Section 33.008(e) of the Texas Utilities Code, the City may conduct an audit or other inquiry in relation to a payment made by Company less than two (2) years before the commencement of such audit or inquiry. The City may, if it sees fit, and upon reasonable notice to the Company, have the books and records of the Company examined by a representative of the City to ascertain the correctness of the reports agreed to be filed herein.
- C. The Company shall make available to the auditor during the Company's regular

business hours and upon reasonable notice, such personnel and records as the City may, in its reasonable discretion, request in order to complete such audit, and shall make no charge to the City therefore.

1. If as the result of any City audit, Company is refunded/credited for an overpayment, or pays the City for an underpayment, of the Franchise Fee, such refund/credit or payment shall be made pursuant to the payment terms established in Section 6(b) & (c).
- D. The Company shall assist the City in its review by responding to all requests for information no later than thirty (30) days after receipt of a request.
- E. The City agrees to maintain the confidentiality of any non-public information obtained from Company to the extent allowed by law if Company identifies the information as non-public prior to providing the information to City. City shall not be liable to Company for the release of any information the City is required by law to release. City shall provide notice to Company of any request for release of non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that includes information Company has identified as Company's proprietary information, City will notify the Texas Attorney General of the proprietary nature of the document(s). The City also will provide Company with a copy of this notification, and thereafter Company is responsible for establishing that an exception under the Act allows the City to withhold the information.
- F. If either party discovers that the Company has either overpaid the City or failed to pay the entire or correct amount of compensation due the City, the correct amount shall be mutually determined by the City and Company and shall be paid by the responsible party within thirty (30) calendar days of such mutual determination. Such underpayments or overpayments shall include interest as provided for in Section 6(f). Any overpayment to the City by Company through error or otherwise, will, at the option of the City, either be refunded to Company by City within thirty (30) days of the mutual determination or be offset against the next payment due from Company. If the parties cannot mutually agree on either the underpayment due the City or an overpayment due the Company, both the City and Company may seek any other rights and remedies provided by law or in equity. Acceptance by the City or Company of any payment due under this Section shall not be deemed to be a waiver

by the City or Company of any breach of this Franchise, nor shall the acceptance by the City or Company of any such payments preclude the City or Company from later establishing that a larger amount was actually due or from collecting any balance due.

SECTION 11. It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted, all as required by law.

SECTION 12. REPEALER CLAUSE: This Ordinance shall supersede any and all other franchises granted by the City to Company its predecessors and assigns, provided the parties agree any claim, action or complaint by either party that arose under or pursuant to any such previous franchise ordinance shall be preserved and saved from repeal, subject to all applicable statutes of limitations.

SECTION 13. DEFAULT, REMEDIES, TERMINATION:

A. Events of Default. The occurrence, at any time during the term of the Franchise Agreement, of any one or more of the following events, shall constitute an Event of Default by Company under this Franchise:

1. The failure of Company to pay the franchise fee on or before the due dates specified herein.
2. Company's material breach or material violation of any material terms, covenants, representations or warranties contained herein.

B. Uncured Events of Default.

1. Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to City or a third party, Company shall have thirty (30) calendar days from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 13.C.
2. Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City or a third party, Company shall have sixty (60) calendar days (or such additional time as may be agreed to by the City) from receipt of written notice from City of an occurrence of such Event of Default

to cure same before City may exercise any of its rights or remedies provided for in Section 13.C.

3. If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies provided for in Section 13.C.

C. Remedies. The City shall notify the Company in writing of an alleged Uncured Event of Default as described in Section 13.B, which notice shall specify the alleged failure with reasonable particularity. The Company shall, within thirty (30) business days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or in a written response to the City either present facts and arguments in refuting or defending such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming, City shall be entitled to exercise any and all of the following cumulative remedies:

1. The commencement of an action against Company at law for monetary damages.
2. The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions that as a matter of equity, are specifically enforceable.
3. The termination of this Franchise.

D. The rights and remedies of City and Company set forth in this Franchise Agreement shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same failure to cure. However, notwithstanding this Section or any other provision of this Franchise, City shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance, either under this Section or under any other provision of this Franchise.

E. Termination. In accordance with the provisions of Section 13.C, this Franchise may be terminated upon thirty (30) business day's prior written notice to Company. City

shall notify Company in writing at least fifteen (15) business days in advance of the City Council meeting at which the question of forfeiture or termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the Franchise, the effective date of such termination shall be either when such appeal is withdrawn or an order upholding the termination becomes final and unappealable. Until the termination becomes effective the provisions of this Franchise shall remain in effect for all purposes. The City recognizes Company's right and obligation to provide service in accordance with the Certificate of Convenience and Necessity authorized by the Public Utility Commission of Texas in accordance with the Texas Utilities Code.

- F. This Franchise Ordinance shall be construed and governed by the laws of the State of Texas. City and Company agree that any lawsuit between the City and the Company concerning this Ordinance will be filed in the state of Texas. Nothing in this Ordinance shall prohibit the City from filing an action related to this Ordinance in Midland County, Texas.

SECTION 14. NOTICES: Notices, reports or demands required to be given under this franchise shall be deemed to be given when delivered in writing, personally to the person designated below, or when five days have elapsed after it is deposited in the United States Mail with registered or certified mail postage prepaid to the person designated below, or on the next business day if sent by Express Mail or overnight air courier addressed to the person designated below:

If to City:

City Manager
City of Midland
P O Box 1152
Midland, TX 79701

If to the Company:

Regulatory Affairs
Oncor Electric Delivery Company LLC
1616 Woodall Rodgers Fwy, 6th floor
Dallas, Texas 75202-1234

SECTION 15. SEVERABILITY: If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court or agency of competent jurisdiction, such portion shall be deemed a separate provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION 16. ASSIGNMENT: The rights granted by this Franchise Agreement inure to the benefit of the Company and any parent, subsidiary, affiliate or successor entity now or hereafter existing. The rights shall not be assignable without the express written consent, by Ordinance, of the City Council of the City, unless otherwise superseded by state laws, rules, or regulations or Public Utility Commission of Texas action, and such consent by City shall not be unreasonably withheld or delayed, except the Company may assign its rights under this Franchise Agreement to a parent, subsidiary, affiliate or successor entity without City's consent, so long as such parent, subsidiary, affiliate or successor assumes all obligations of Company hereunder, and is bound to the same extent as Company hereunder. The Company shall give the City written notice of any such assignment to a parent, subsidiary, affiliate or successor entity.

SECTION 17. This franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation. Any Franchise granted by the City to any other person, firm, or corporation shall not unreasonably interfere with this Franchise.

PASSED AND APPROVED on the 1st reading at a regular meeting of the City Council of Midland, Texas, on this the ____ day of _____, 2013.

PASSED AND APPROVED on the 2nd reading at a regular meeting of the City Council of Midland, Texas, on this the ____ day of _____, 2013.

PASSED AND APPROVED on the 3rd and final reading at a regular meeting of the City Council of Midland, Texas, on this the ____ day of _____, 2013.

Mayor
The City of Midland

ATTEST:

City Secretary

STATE OF TEXAS §
COUNTY OF MIDLAND §
CITY OF MIDLAND §

ORDINANCE NO. 8248

AN ORDINANCE GRANTING TO TXU ELECTRIC DELIVERY COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS AND PUBLIC GROUNDS AND RIGHTS-OF-WAY OF MIDLAND, TEXAS, PROVIDING FOR COMPENSATION THEREFOR, PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE, PROVIDING FOR THE REPEAL OF ALL EXISTING FRANCHISE ORDINANCES TO TXU ELECTRIC DELIVERY COMPANY, ITS PREDECESSORS AND ASSIGNS, AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC.

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

SECTION 1. GRANT OF AUTHORITY: That there is hereby granted to TXU Electric Delivery Company, its successors and assigns (herein called "Company"), the right, privilege and franchise to construct, extend, maintain and operate in, along, under and across the present and future streets, alleys, highways, and other public grounds and rights-of-way of Midland, Texas (herein called "City") electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines and other structures, and telephone and communication lines for its own use), for the sole purpose of supplying electricity to the City, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof, for the term set out in Section 8.

SECTION 2. Poles, towers and other structures shall be so erected as not to unreasonably interfere with traffic over streets, alleys and highways. Company facilities shall be so laid or erected so as not to interfere with existing lines, water pipes or sewer laterals. If Company is required by City to remove or relocate its poles, towers, or other facilities for any reason other than the widening or straightening of a street by City, Company shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation. In determining the location for Company facilities in the public right-of-way, Company will take into consideration the future streets and alleys documented in the City's thoroughfare master plan.

SECTION 3. Company shall not be required to obtain street cutting, street excavation or other special permits or be required to post any type of bond related to excavations in Public Rights-of-Way in connection with Company's operations in Public Rights-of-Way. For planned work, the Company shall notify the City's director of Development Services (or designee) prior to any street cutting. This notification requirement does not apply to emergency work. After completion of work within the Public Rights-of-Way, Company will restore the Public Rights-of-Way to as good or better condition than when disturbed. Company shall construct its facilities in conformance with the applicable provisions of the National Electric Safety Code or such comparable standards as may be adopted.

SECTION 4. Company shall hold the City harmless from all expense or liability for any act or neglect of Company hereunder. City shall not be liable for damage caused to Company's system by reason of any subsequent construction authorized or permitted by the City in its Public Rights-of-Way, however, this exemption from liability shall not apply to damage from construction done by City or its agents. Reimbursement for damages to Company facilities by an agent of the City should first be pursued through the agent and secondly through the City if not satisfactorily resolved with the agent.

SECTION 5. This franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation.

SECTION 6. In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the said streets, alleys, highways and other public grounds and rights-of-way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, street or alley rentals, bonds, certain regulatory expenses under Section 33.023 of the Public Utility Regulatory Act, Title 2, Texas Utilities Code ("PURA"), as amended, or any similar or successor law, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City the following:

- A. A charge, as authorized by Section 33.008(b) of PURA and as specified by Company to the City by letter dated January 21, 2002 and attached as "Exhibit A". The payment provided on March 1, 2004 was provided in accordance with the terms of the previous franchise, Ordinance No. 4746 and was for the right and privilege during the calendar year 2004. The first payment hereunder shall be due and payable on or before March 1, 2005, based on each kilowatt hour of electricity delivered by Company during the twelve-month period ended December 31, 2004, to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries. This initial payment and the payment provided on or before March 1 of each year throughout the life of this franchise will be based on each kilowatt hour of electricity delivered by Company during the preceding calendar year and are for the rights and privileges granted hereunder for the calendar year in which they are paid. The final payment will be due on or before March 1, 2008 and will be for the rights and privileges from January 1 - December 31, 2008; and
- B. Beginning January 1, 2002, a sum equal to four percent (4%) of gross revenues received by Company from services identified in its "Tariff for Retail Delivery Service", Section 6.1.2 "Discretionary Service Charges," items DD1 through DD24, that are for the account and benefit of an end-use retail electric consumer.
 - 1. The franchise fee amounts based on "Discretionary Service Charges" shall be calculated on an annual calendar year basis, i.e. from January through December 31 of each calendar year.

2. The franchise fee amounts that are due based on "Discretionary Service Charges" shall be paid at least once annually on or before April 30 each year based on the total "Discretionary Service Charges" received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid within thirty (30) days after Company's acceptance of this franchise and will be based on the calendar years January 1, 2002 through December 31, 2002 and January 1, 2003 - December 31, 2003. The final Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2009 and will be based on the calendar year January 1 through December 31, 2008.
 3. Company may file a tariff or tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.
 4. City agrees (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.
 5. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.
- C. Notwithstanding anything to the contrary in Sections 6(a) and 6(b) hereof, if Company files general rate cases and the City incurs cumulative expenses, otherwise reimbursable by Company under Section 33.023 of PURA, as amended, or similar or successor law, in excess of \$4 million, then in such event, Company shall reimburse all of the expenses incurred by the City in connection with all general rate cases filed during the period beginning June 1, 1993, and ending July 19, 2008, in excess of said \$4 million. The term "general rate case" as used in this Ordinance means a rate case initiated by Company in which it seeks to increase its rates charged to a substantial number of its customer classes in the City and elsewhere in its system and in which Company's overall revenues are determined in setting such rates. The City agrees to exercise reasonable best efforts, considering the facts and circumstances, to keep its expenses on average to under \$1,000,000 per general rate case. This provision expires and ceases to have any effect on July 19, 2008.

SECTION 7. The City, or its duly authorized representative, shall have the right, upon reasonable notice to Company, inspect the books and records of Company relevant to the terms of this franchise, whether located in the City of Midland or elsewhere.

SECTION 8. This Ordinance shall become effective upon Company's written

acceptance hereof, said written acceptance to be filed by Company with the City within sixty (60) days after final passage and approval hereof. The right, privilege and franchise granted hereby shall expire on December 31, 2008.

SECTION 9. This Ordinance shall supersede any and all other franchises granted by the City to Company, its predecessors and assigns.

SECTION 10. In order to accept this franchise, Company must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City.

SECTION 11. It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted, all as required by law.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 27th day of July, A.D., 2004 and passed to second reading on motion of Council member Simpson, seconded by Council member Perry, by the following vote:

Council members voting "AYE"	Simpson, Perry, Morgan, Canon and Hailey
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Council members voting "NAY"	None
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The above and foregoing ordinance was duly proposed, read in full and adopted on second reading, the 10th day of August, A.D., 2004 and passed to third reading on motion of Council member Simpson, seconded by Council member Perry, by the following vote:

Council members voting "AYE"	Simpson, Perry, Morgan, Dingus, Canon, Dufford and Hailey
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Council members voting "NAY"	None
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The above and foregoing ordinance was duly proposed, read in full and finally adopted on

third and final reading, the 24th day of August, A.D., 2004 and finally passed on motion of Council member Perry, seconded by Council member Morgan, by the following vote:

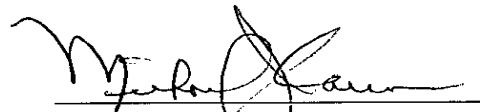
Council members voting "AYE"

Perry, Morgan, Dingus,
Canon, Simpson and Hailey

Council members voting "NAY"

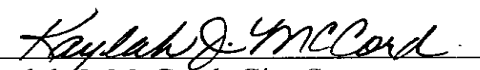
None

PASSED AND APPROVED THIS 24th day of August, A.D. 2004.



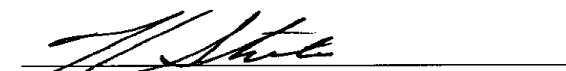
Michael J. Canon, Mayor

ATTEST:



Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:



Keith Stretcher, City Attorney



Stephen J. Houle
Vice President

Oncor
1601 Bryan Street
32nd Floor
Dallas, TX 75201-3411

Tel 214 812 4821
Fax 214 812 3221
shoule1@txu.com

January 21, 2002

TO THE HONORABLE MAYOR AND COUNCIL PERSONS OF ALL MUNICIPALITIES
SERVED BY ONCOR ELECTRIC DELIVERY COMPANY

RE: Franchise Fees from Oncor Electric Delivery Company ("Oncor") (formerly TXU
Electric Company)

In recent months, Oncor has sent letters to some of the cities it serves concerning the amount of franchise fees related to sales beginning January 2002 and sales made to customers who participated in the Retail Choice Pilot Program in 2001. Some cities received two letters, with the second letter revising the calculation described in the first letter. The first letter was sent in October 2001, and the second letter was sent in December 2001. Unfortunately, the second letter contained an incorrect calculation.

The correct calculation for calculating the amount of franchise fees that Oncor expects to pay was reflected in its October 2001 letter. For your convenience, that calculation is reflected below:

<u>City/Town</u>	<u>1998 Fees Due</u>	<u>1998 kWh Delivered</u>	<u>Cents/kWh</u>
Midland	\$3,199,720.97	1,087,023,490	0.002944

I apologize for this error and regret any inconvenience that it may have caused you. We appreciate your business and look forward to continuing to provide your city with excellent service that meets all your energy delivery needs.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen J. Houle", written in a cursive style.

Exhibit "A"



City Council Agenda

Approved for Agenda:
RMenchaca
City Manager's Office

MEETING DATE: July 27, 2004
TO: CITY COUNCIL/CITY MANAGER
FROM: Rick Menchaca, City Manager
SUBJECT: TXU Franchise Agreement

Purpose:

Allow TXU to use the City's right of way until December 31, 2008.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

City will continue to collect franchise fee based on the Public Utilities Commission rate factor and kilowatt hours.

Discussion:

TXU's Franchise Agreement allows TXU to use the City's right of way. The franchise rate factor will remain the same as is present. In 1993, the City agreed to be financially responsible for rate setting expenses up to \$4 million, for 15 years. In return, the City received a lump sum payment and an increase in the franchise rate to 4%. Due to this, the uncertainty of the new electric deregulated markets and possible legislature changes in 2005 and 2007, we are recommending an agreement to expire at the same time as the 15 year agreement, December 31, 2008.

We have noted on the franchise agreement that current underground infrastructure should be maintained, when all possible.

ORDINANCE NO. 8420

**AN ORDINANCE AMENDING EXISTING FRANCHISE
ORDINANCE NO. 8248 BETWEEN THE CITY OF
MIDLAND AND TXU ELECTRIC DELIVERY
COMPANY, A TEXAS CORPORATION, ITS
SUCCESSORS AND ASSIGNS, TO PROVIDE FOR A
DIFFERENT PAYMENT SCHEDULE; PROVIDING AN
EXTENSION OF THE FRANCHISE TERM; PROVIDING
FOR TXU ELECTRIC DELIVERY ACCEPTANCE;
FINDING AND DETERMINING THAT THE MEETING
AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO
THE PUBLIC AS REQUIRED BY LAW; AND
CONTAINING A CUMULATIVE CLAUSE**

WHEREAS, TXU Electric Delivery Company (hereinafter called “Company”) is engaged in the business of providing electric utility service within the City and is using the public rights-of-ways within the City for that purpose under the terms of a franchise ordinance heretofore duly passed by the governing body of the City and duly accepted by Company; and

WHEREAS, pursuant to Agreement to Resolve Outstanding Franchise Issues dated January 27, 2006, the City has requested and Company has agreed to amend said franchise of ordinance to provide for a different payment schedule and an extension of the term;

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

SECTION ONE. That Section 6, Subsection A, of Ordinance No. 8248 is hereby amended to read in its entirety as follows:

- A. A final annual payment was made on or March 1, 2006, based on each kilowatt hour of electricity delivered by Company during the twelve-month period ending December 31, 2005, to each retail customer whose consuming facility’s point of delivery is located within the City’s municipal boundaries. This payment was for the rights and privileges granted under the franchise for the calendar year in which the payment was made (January 1, 2006 - December 31, 2006).

Effective June 1, 2006 the annual prospective payment schedule is hereby changed to a quarterly prospective schedule as follows:

Payment Due Date	Basis Period	Privilege Period (Following Year)
------------------	--------------	--------------------------------------

June 1	Jan. 1 - Mar. 31	Jan. 1 - Mar. 31
Sept. 1	Apr. 1 - June 30	Apr. 1 - June 30
Dec. 1	July 1 - Sept. 30	July 1 - Sept. 30
Mar. 1	Oct. 1 - Dec. 31	Oct. 1 - Dec. 31

The first quarterly payment will be due and payable on or before June 1, 2006, based on the period beginning January 1, 2006 and ending March 31, 2006 for the rights and privileges granted under the franchise during the period beginning January 1, 2007 and ending March 31, 2007. Subsequent payments will be made on a quarterly basis as provided in the above schedule. The final payment under this Franchise will be made on or before March 1, 2013, based on the period beginning October 1, 2012 and ending December 31, 2012, for the rights and privileges beginning October 1, 2013 and ending December 31, 2013.

After the final payment date of March 1, 2013, Company may continue to make additional quarterly payments in accordance with the above schedule. City acknowledges that such continued payments will correspond to privilege periods that extend beyond the term of this franchise and that such continued payments will be recognized in any subsequent franchise agreement as full payment for the relevant quarterly periods.

SECTION TWO. That Section 8 of Ordinance No. 8248 is hereby amended to read in its entirety as follows:

This Ordinance shall become effective upon Company's acceptance hereof, said written acceptance to be filed by Company with the City within sixty (60) days after final passage and approval hereof. The right, privilege and franchise granted hereby shall expire on December 31, 2013.

SECTION THREE. This ordinance shall take effect upon its final passage and Company's acceptance. Company shall, within sixty (60) days from the passage of this ordinance, file its written acceptance of this ordinance with the Office of the City Secretary.

SECTION FOUR. It is hereby officially found and determined that the meeting at which this ordinance passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

SECTION FIVE. In all respects, except as specifically and expressly amended by this ordinance, Ordinance No. 8248 heretofore duly passed by the governing body of the City and duly accepted by Company shall remain in full force and effect according to its terms until said franchise ordinance terminates as provided herein. 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.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 13th day of June, A.D., 2006; and passed to second reading on motion of Council member Dufford, seconded by Council member Perry, by the following vote:

Council members voting "AYE": **Dufford, Perry, Morgan,
Dingus, Canon, Simpson
and Hailey**

Council members voting "NAY": **None**

The above and foregoing ordinance was read in full and adopted on second reading, the 27th day of June, A.D., 2006; and passed to third reading on motion of Council member Perry, seconded by Council member Hailey, by the following vote:

Council members voting "AYE": **Perry, Hailey, Dingus
and Canon**

Council members voting "NAY": **None**

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Morgan, seconded by Council member Perry, on the 11th day of July, A.D., 2006, at a regular meeting of the City Council:

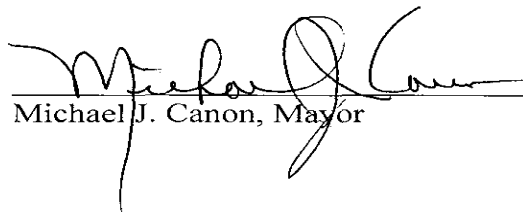
Council members voting "AYE":

Morgan, Perry, Dingus,
Canon, Simpson, Dufford
and Hailey

Council members voting "NAY":

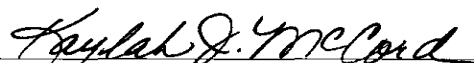
None

PASSED AND APPROVED THIS 11th day of July, A.D., 2006.



Michael J. Canon, Mayor

ATTEST:



Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:



Keith Stretcher, City Attorney



City Council Agenda

27

Approved for Agenda:

RMenchaca

City Manager's Office

MEETING DATE: June 13, 2006

TO: CITY COUNCIL/CITY MANAGER

FROM: Rick Menchaca, City Manager

SUBJECT: TXU Franchise Amendment

Purpose:

Amend the TXU franchise agreement to allow for quarterly payments and extend the term an additional 5 years, currently expiring December 31, 2008 and would be extended to the year 2013.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

\$60,600 additional interest income.

Discussion:

As part of the settlement agreement with TXU, we have requested to receive the City's franchise payment on a quarterly basis. Currently, we receive payment annually in March as payment for the current calendar year. Quarterly payments will provide earlier payment and will earn interest income estimated at \$60,600.

We currently receive quarterly payments from Atmos Energy, Cap Rock Electric, SWBT and Grande Communications.



City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 22, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Hold a public hearing at 10:33 a.m. and consider an ordinance on a request by Granger McDonald for a zone change from PD, Planned District for a Housing Development to Amended Planned District on Lot 2A, Block 165, Wilshire Park Addition, Section 19, City and County of Midland, Texas (Generally located at the southeast corner of the intersection of Leisure Drive and Beal Parkway) District 4

Purpose:

Hold a public hearing at 10:33 a.m. and consider an ordinance on a request by Granger McDonald for a zone change from PD, Planned District for a Housing Development to Amended Planned District on Lot 2A, Block 165, Wilshire Park Addition, Section 19, City and County of Midland, Texas

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

This property was rezoned on July 11th from 1F-3, One-Family Dwelling District to PD, Planned District for a Housing District, subject to the regulations of the MF-1, Multiple Family Dwelling District. Dedicated but unimproved rights-of-way were also vacated. The rezoning is to allow the expansion of the Mesquite Terrace Apartments, which are currently under construction, and a senior citizen center. This current application is to approve site plans for the expansion of the Mesquite Terrace Apartments. The applicant has provided Exhibits A-D to illustrate the proposed apartments. Exhibit A shows a total of four buildings. The building closest to Leisure Drive is two stories tall (33 feet), and the other three are planned to be three stories (43.5 feet); the maximum height allowed in the MF-1

District is 50 feet. The expansion contains 88 additional dwelling units, for a combined 288 units on 13.6 acres. The overall density remains 21 units per acre. The minimum building setback is 20 feet from all property lines, and all four buildings exceed this amount. Exhibits B and C illustrate the architectural details and exterior building materials. The same design and exterior building materials approved for the first phase will be used on this second phase. Building materials include cement fiber siding and stone veneer with composition shingles. The site plan shows 181 parking spaces whereas 176 are required. The Planning and Zoning Commission voted unanimously to recommend approval of this request, and one person spoke in opposition. The staff concurs with the Planning Commission's recommendation, subject to the conditions contained in the attached ordinance.

Attachments:

September 30, 2013 P&Z Staff Report
Proposed Ordinance and Exhibits A, B and C

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 2A, BLOCK 165, WILSHIRE PARK ADDITION, SECTION 19, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT, TO BE USED AS AN AMENDED PLANNED DISTRICT (GENERALLY LOCATED ON THE SOUTHEAST CORNER OF LEISURE DRIVE AND BEAL PARKWAY); 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 an Amended Planned District, 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, and it shall be used as an Amended Planned District, subject to the special conditions and restrictions hereinafter set out, said property being described as follows:

Lot 2A, Block 165, Wilshire Park Addition, Section 19, 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. That total density shall not exceed 21 dwelling units per acre or 88 total apartment units.
3. That the development shall conform to the conditions shown on Exhibits “A”, “B” and “C”, which are attached hereto and incorporated herein.
4. That the maximum height for all buildings shall not exceed 45 feet.
5. That the development shall meet all requirements set forth by the Fire Marshal.
6. That the apartment complex shall meet all applicable requirements of the Building Code, the Sign Code, the Landscaping Code, the Outdoor Lighting Code, and driveway location and design regulations.
7. That dumpster placement and utility screening shall conform to all applicable Midland City Code requirements.
8. That City of Midland Ordinance No. 9150 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:

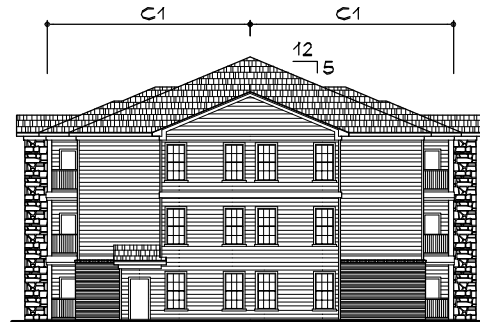
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant to the City Manager

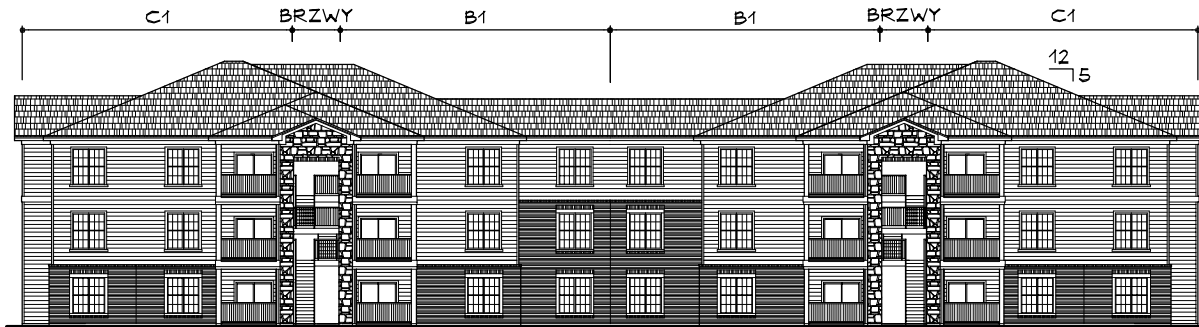
APPROVED AS TO FORM:

Keith Stretcher, City Attorney



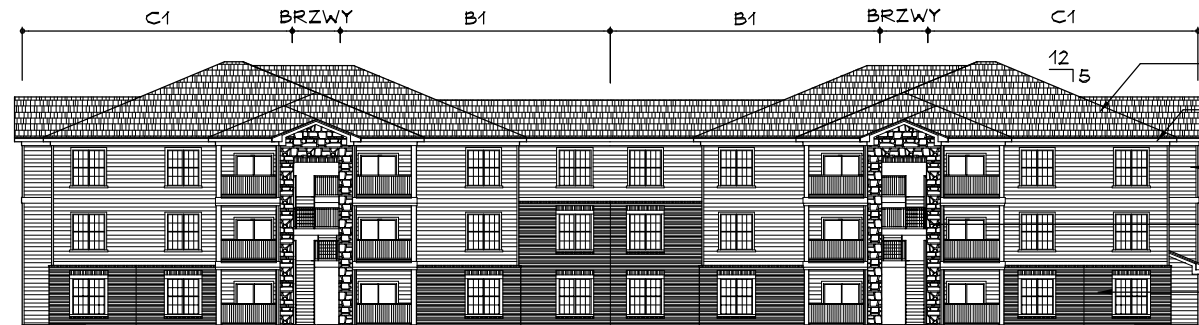
SIDE

STONE VENEER 13%
BRICK VENEER 12%
SIDING 75%



REAR

STONE VENEER 8%
BRICK VENEER 29%
SIDING 63%



FRONT

STONE VENEER 8%
BRICK VENEER 29%
SIDING 63%

COMPOSITION SHINGLES

FIBER CEMENT FASCIA

HORIZ SIDING

STONE VENEER

BRICK VENEER

ELEVATIONS

MACDONALD COMPANIES

MESQUITE TERRACE II

BLDG TYPE II
BLDG # 2

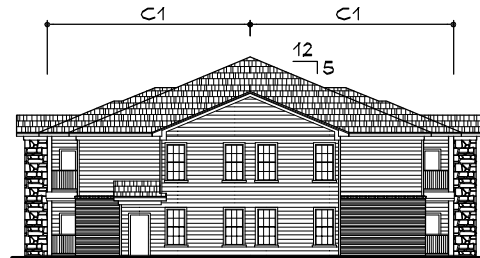
MIDLAND, TEXAS

0 8' 16' 32'

ARCHITECT:
DON E. LEWIS #8665
PRELIMINARY - NOT TO BE USED FOR
REGULATORY APPROVAL, PERMITTING,
OR CONSTRUCTION
DATE: 21 MAR 13

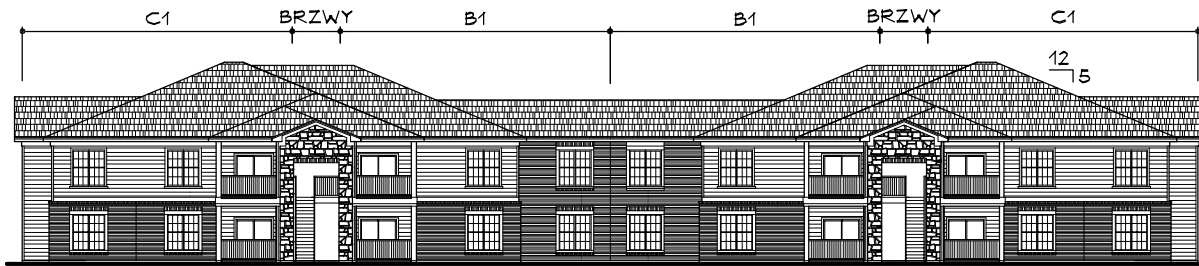


ARCHON CORPORATION
ARCHITECTS / PLANNERS
2929 CARLISLE STREET
SUITE 130 - DALLAS, TX
75204 214/526-0731



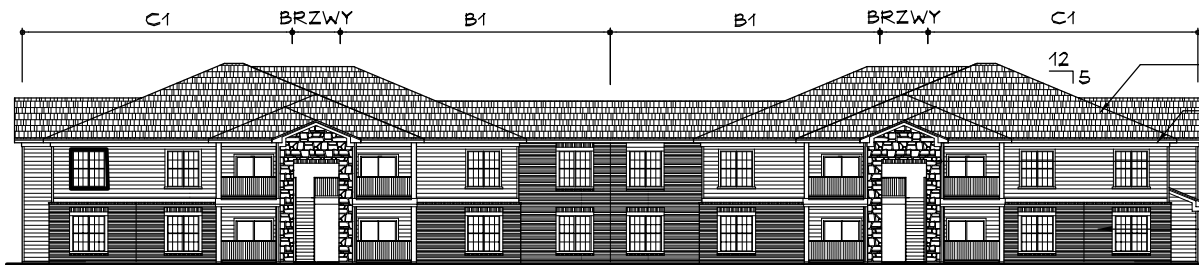
SIDE

STONE VENEER 13%
BRICK VENEER 12%
SIDING 75%



REAR

STONE VENEER 10%
BRICK VENEER 50%
SIDING 40%



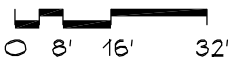
FRONT

STONE VENEER 10%
BRICK VENEER 50%
SIDING 40%

COMPOSITION SHINGLES
FIBER CEMENT FASCIA
STONE VENEER 1'-7 1/2"
BRICK VENEER 9'-1"
19'-9 1/2"

ELEVATIONS

MACDONALD COMPANIES



ARCHITECT:
DON E. LEWIS #8665
PRELIMINARY - NOT TO BE USED FOR
REGULATORY APPROVAL, PERMITTING,
OR CONSTRUCTION
DATE: 21 MAR 13

MESQUITE TERRACE II

BLDG TYPE III
BLDG # 4

MIDLAND, TEXAS



ARCHON CORPORATION
ARCHITECTS / PLANNERS
2929 CARLISLE STREET
SUITE 130 - DALLAS, TX
75204 214/526-0731

PLANNING AND ZONING COMMISSION

September 30, 2013

CASE: Z-13-031.

REQUEST: Hold a public hearing and consider a request for a zone change from PD, Planned District for a Housing Development to Amended Planned District.

APPLICANT/OWNER: Granger MacDonald.

REPRESENTATIVE: Maverick Engineering

LEGAL DESCRIPTION: Lot 2A, Block 165, Wilshire Park Addition, Section 19, City and County of Midland, Texas.

LOCATION: Generally located on the east side of S. Loop 250 West between Leisure Drive and Graceland Drive.

CURRENT ZONING: PD, Planned District for a Housing Development.

RELATED CASE: P-13-021.

DETAILS OF REQUEST:

1. This property is presently zoned PD, Planned District for a Housing Development. This property was recently rezoned from a 1F-3, One-Family Dwelling District to a PD, Planned District for a Housing Development with an underlying zoning of MF-1, Multi-Family Dwelling District at the June 11th City Council meeting. This project included the replatting of single family lots into two lots for the future development of a senior family home, and the future expansion of the Mesquite Terrace apartments. The second lot was subject to future site plan approval for the apartments, and this is the request for the review and adoption of the site plan.

SURROUNDING ZONING AND LAND USE:

2. This property is located at the northeast corner of Beal Parkway and Graceland Drive. Immediately to the west is a PD, Planned District for a Housing Development which contains the Mesquite Terrace apartments. Immediately to the south is a small 2F, Two-Family Dwelling District and immediately to the east and north is a large 1F-2, One-Family Dwelling District. The properties to the west, east, south, and north are built out.

ANALYSIS:

3. The Planned District for a Housing Development this property is presently zoned for contains an underlying zoning of MF – 1, Multi-Family Dwelling District. The applicant is requesting 21 units/acre for the 4.18-acre site. This would approximate a total of 88 units, with three proposed buildings

SITE PLAN:

4. Exhibit A is the site plan providing the overview for the project. The building to the north along Leisure Drive would be a two story building with a building height of approximately 33 feet. The building will be oriented towards Leisure Drive with a setback of approximately 30 feet, and is then separated by an additional 60 feet of right-of-way. The two proposed middle buildings would be oriented in a north/south and east/west directions and would be three stories with a maximum building height of approximately 44 feet. The buildings will have approximately 30 feet of setback from Beal Parkway, and then shall be separated by an additional 60 feet of right-of-way. Across the street to the west would be the rest of the Mesquite Terrace apartments. The fourth proposed building would be located along the southern property boundary, and would be oriented in an east/west direction. This building would also be proposed as three stories with a maximum building height of approximately 44 feet. The building would have approximately 30 feet of setback from the property line, and would be screened with a six foot wooden fence.
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, and stone veneer.

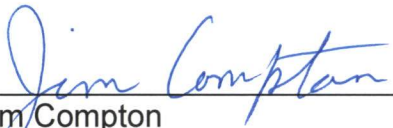
PARKING:

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 181 spaces. This satisfies the parking standards as it provides an additional five spaces above the required total of 176.

STAFF RECOMMENDATION:

Staff recommends approval of the zone change from PD, Planned District for a Housing Development to Amended Planned District subject to the following conditions and restrictions.

- A. That the use and development of this property shall conform to the regulations of the MF – 1, Multi-Family Dwelling District.
- B. The total density shall not exceed 21 dwelling units/acre or 88 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, and C.
- D. That the maximum height of all buildings shall not exceed 45 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. Dumpster placement and utility screening shall conform to the Midland City Code.
- K. That Ordinance 9150 is hereby amended.



Jim Compton
Acting Planning Division Manager
Department of Development Services



Martin Siwek, City Planner
Department of Development Services

Attachments:

Application
Maps
Exhibits A, B, and C

Case Number: Z-13-031

CITY OF MIDLAND
Planning Division

APPLICATION TO AMEND A PLANNED DISTRICT

Applicant: Andrew Mellen - Maverick Engineering
602-262-0616
Address: 1909 W. Wall St., Ste. K amellen@maverickentities.com
Street Address (Phone/e-mail)
Midland, TX TX 78028
City State Zip Code

Property Owner: Granger MacDonald
Address: 2951 Fall Creek Road 830-257-5323
Street Address (Phone/e-mail)
Kerrville TX 78028
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:

Wilshire Park Addition, Section 19

Current PD Classification: PDHD

Requested PD Classification: Amendment to the PDHD
(List by tracts if more than one zoning district is requested)

Reason for amendment request: Site Plan implementation for apartment complex called "Mesquite II" consisting of 88 units.

Describe how conditions affecting the property have changed since it was designated its present zone: The property has been zoned PDHD with the Westridge Senior Family Home site located to the east of this Mesquite II project.

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): X

Site Plan in digital format .pdf and .jpg: X

SIGNATURE (by property owner only - authorized agent must sign affidavit below)

Property Owner (signature): _____ Date: _____

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared

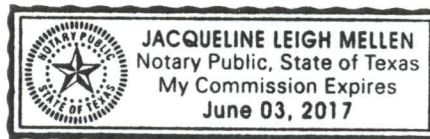
Andrew I. Mellen Jr. who, being by me duly sworn, upon oath says: That (s)he is authorized by Granger MacDonald, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Jacqueline Leigh Mellen
Authorized Agent (signature)

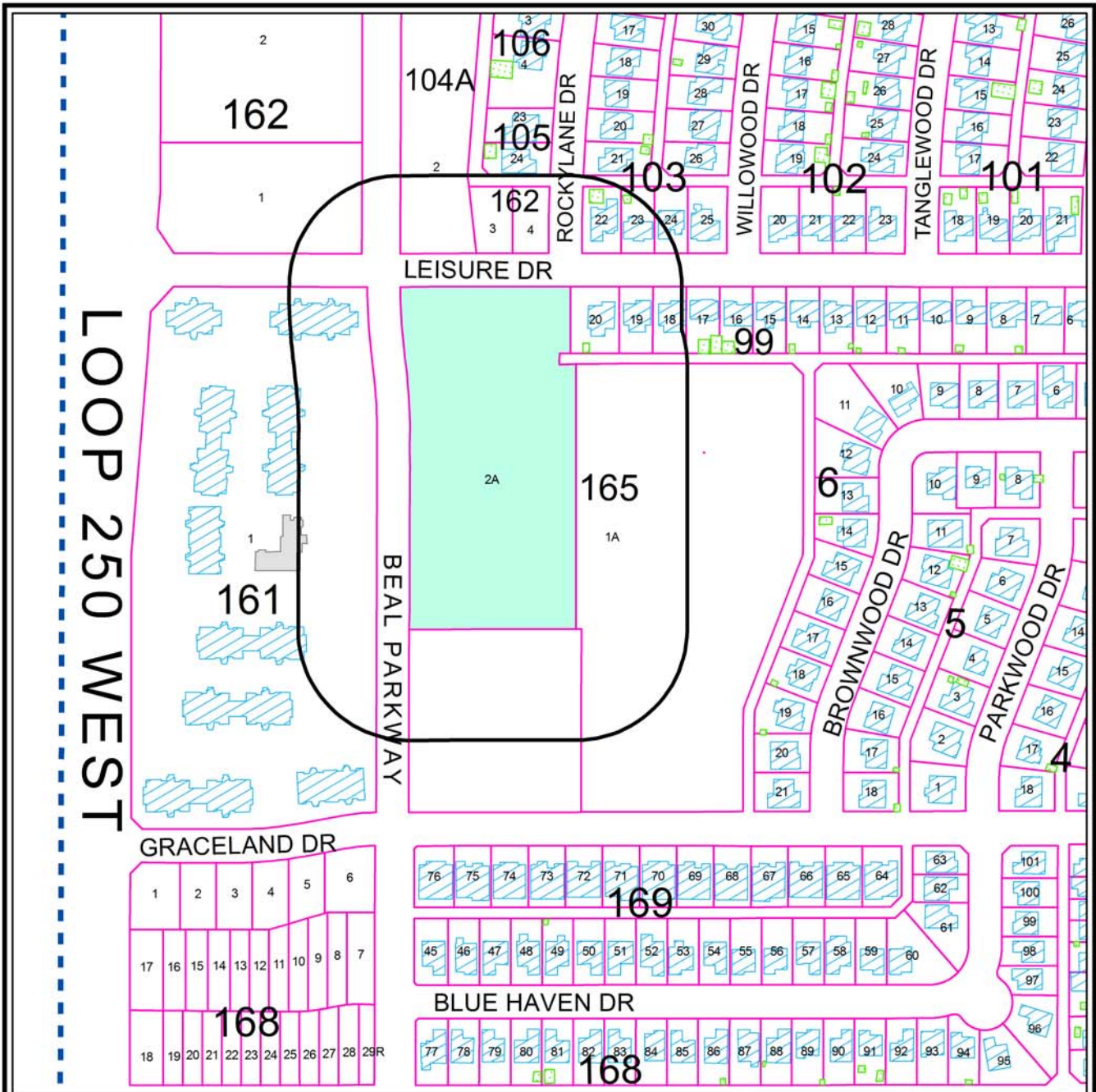
Subscribed and sworn to before me, this 13 day of August, 20 13, to certify which witness my hand and seal of office.

Jacqueline Leigh Mellen
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: _____	Date: _____
Assigned: <u>JC</u>	
For: <u>P&Z</u>	On: <u>9/30/13</u>



****Application will not be considered for scheduling until reviewed by a planner. ****



PROPERTY OWNER NOTIFICATION MAP

Z - 13 - 031

Scale: 1" = 250'

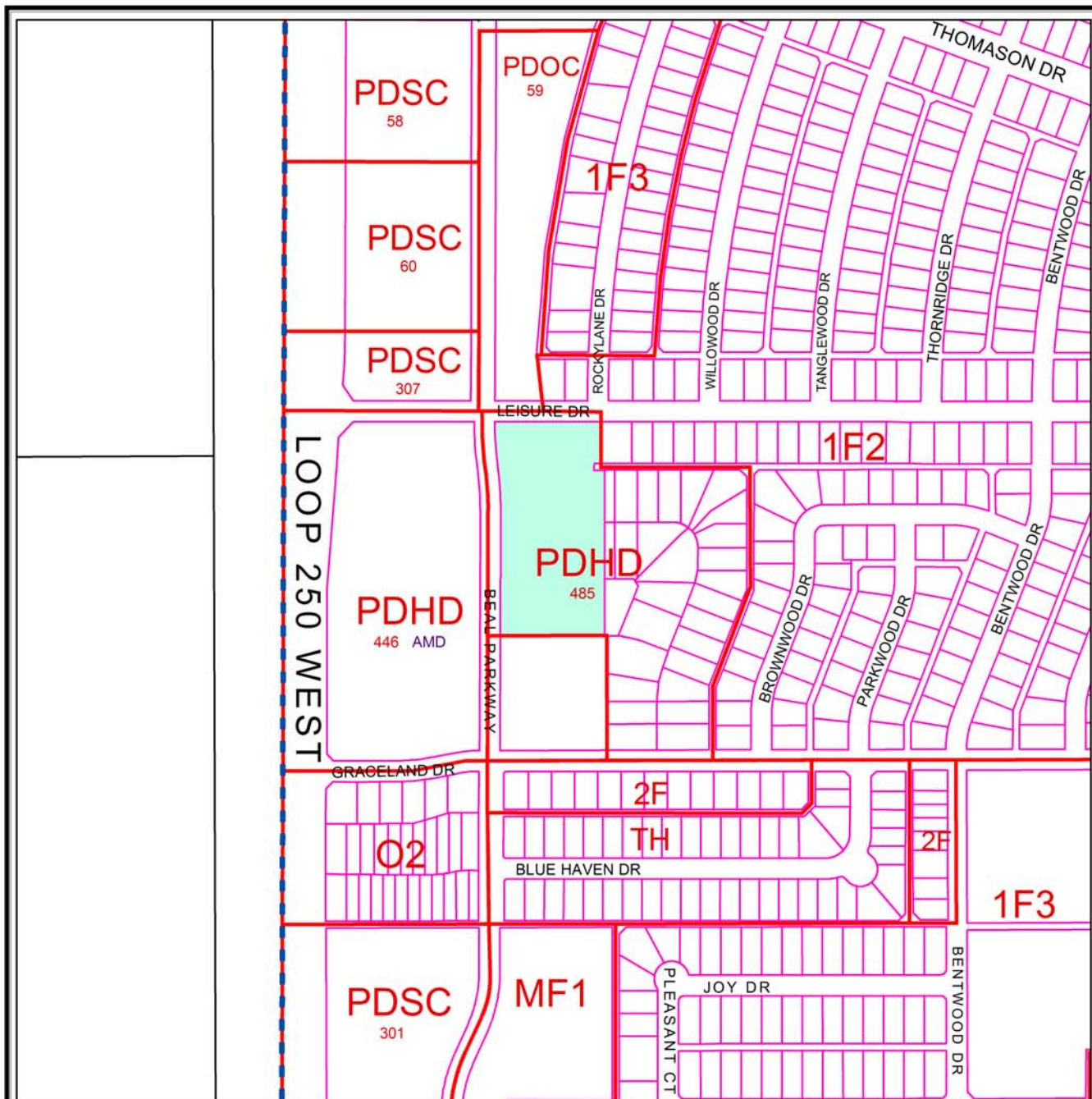
Consider a request for a zone change from PD, Planned District for a Housing Development, to an Amended Planned District on Lot 2A, Block 165, Wilshire Park Addition, Section 19, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

Z - 13 - 031

Scale: 1" = 400'

Consider a request for a zone change from PD, Planned District for a Housing Development, to an Amended Planned District on Lot 2A, Block 165, Wilshire Park Addition, Section 19, City and County of Midland, Texas.

LEGEND

- ZONING
- CITY LIMITS
- CITY PARCELS
- COUNTY PARCELS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	O1, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, JP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 22, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Hold a public hearing at approximately 10:36 a.m. and consider a Resolution for a variance from the Subdivision Code concerning the requirement to pave an alley for rear entry access on Lot 2, Block 5, Suffolk Place, City and County of Midland, Texas. (Generally located on the south side of Shell Avenue, approximately 100 feet west of Sparks Street.) – District 3.

Purpose:

Hold a public hearing at approximately 10:36 a.m. and consider a Resolution for a variance from the Subdivision Code concerning the requirement to pave an alley for rear entry access.

Recommended City Council Action

☐ Approve

☒ Deny

☐ Direction/Informational

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant's property is located at 2303 Shell Avenue, within a large 1F-1, One-Family Dwelling District. The applicant is requesting a variance from Section 11-2-5 of the Subdivision Code regarding the requirement to pave an alley to allow for rear entry vehicular access to the property. The Subdivision Code states that the Commission or Council shall not approve variances unless the request meets four requirements: that the granting of the variance will not be detrimental to the public safety, health, or welfare; that the request for the variance is due to particular physical surroundings or topographical nature of the land or a circumstance that would result in a particular hardship to the owner; that the variance will not vary from the provisions of the City

Code and Comprehensive Plan unless amended as prescribed by law; and that the variance will not have the effect of preventing orderly subdivision of other land in the area. The applicant's request failed to prove any hardship as required in the second condition, which reads:

"Because of the particular physical surroundings, shape or topographical nature of the land, the conditions upon which the request for a variance is based are unique to the property for which the variance is sought and are neither applicable generally to other property nor are created by the owner. Because of these unique circumstances, strict application of these regulations would result in a particular hardship to the owner, as distinguished from mere inconvenience, conflict with the owner's preference, or interference with ability to maximize profits."

Staff recommended denial of the applicant's request to the Planning and Zoning Commission on September 30, 2013. This request does not satisfy all conditions of the Subdivision Code needed to grant the variance. Despite any potential neighborhood acceptance, the nature of a variance is to make a request to be exempt from an established code, and should not be approved if it nullifies the intent and purpose of the Code's regulations. However, the Planning and Zoning Commission approved this variance on a 6-2 vote.

RESOLUTION NO. _____

**RESOLUTION GRANTING A VARIANCE FOR LOT 2,
BLOCK 5, SUFFOLK PLACE, CITY AND COUNTY OF
MIDLAND, TEXAS (GENERALLY LOCATED ON THE
SOUTH SIDE OF SHELL AVENUE, APPROXIMATELY
100 FEET WEST OF SPARKS STREET), BY
PERMITTING ACCESS TO SAID PROPERTY FROM AN
UNPAVED ALLEY THAT DOES NOT CONFORM TO
CITY OF MIDLAND STANDARD SPECIFICATIONS**

WHEREAS, the owner of the property described herein has applied for a variance to allow for access from an unpaved alley that does not conform to City of Midland standard specifications; and

WHEREAS, the City Council finds the granting of the variance will not be detrimental to the public safety, health, or welfare or injurious to other property; and

WHEREAS, the City Council finds because of the particular physical surroundings, shape or topographical nature of the land, the conditions upon which the request for the variance is based are unique to the property for which the variance is sought and are neither applicable generally to other property nor are created by the owner; because of these unique circumstances, strict application of these regulations would result in a particular hardship to the owner, as distinguished from mere inconvenience, conflict with the owner's preference, or interfere with the ability to maximize profits; and

WHEREAS, the City Council finds the variance will not in any manner vary the provisions of Title XI, Chapter 1 of the Midland City Code, as amended, or the comprehensive plan, except that those documents may be amended in the manner prescribed by law; and

WHEREAS, the City Council finds the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this Title XII, Chapter 2 of the Midland City Code;

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

THAT a variance is hereby granted for the property described as Lot 2, Block 5,

Suffolk Place, City and County of Midland, Texas. Said variance shall allow for access from an unpaved alley that does not conform to City of Midland standard 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, Assistant to the City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

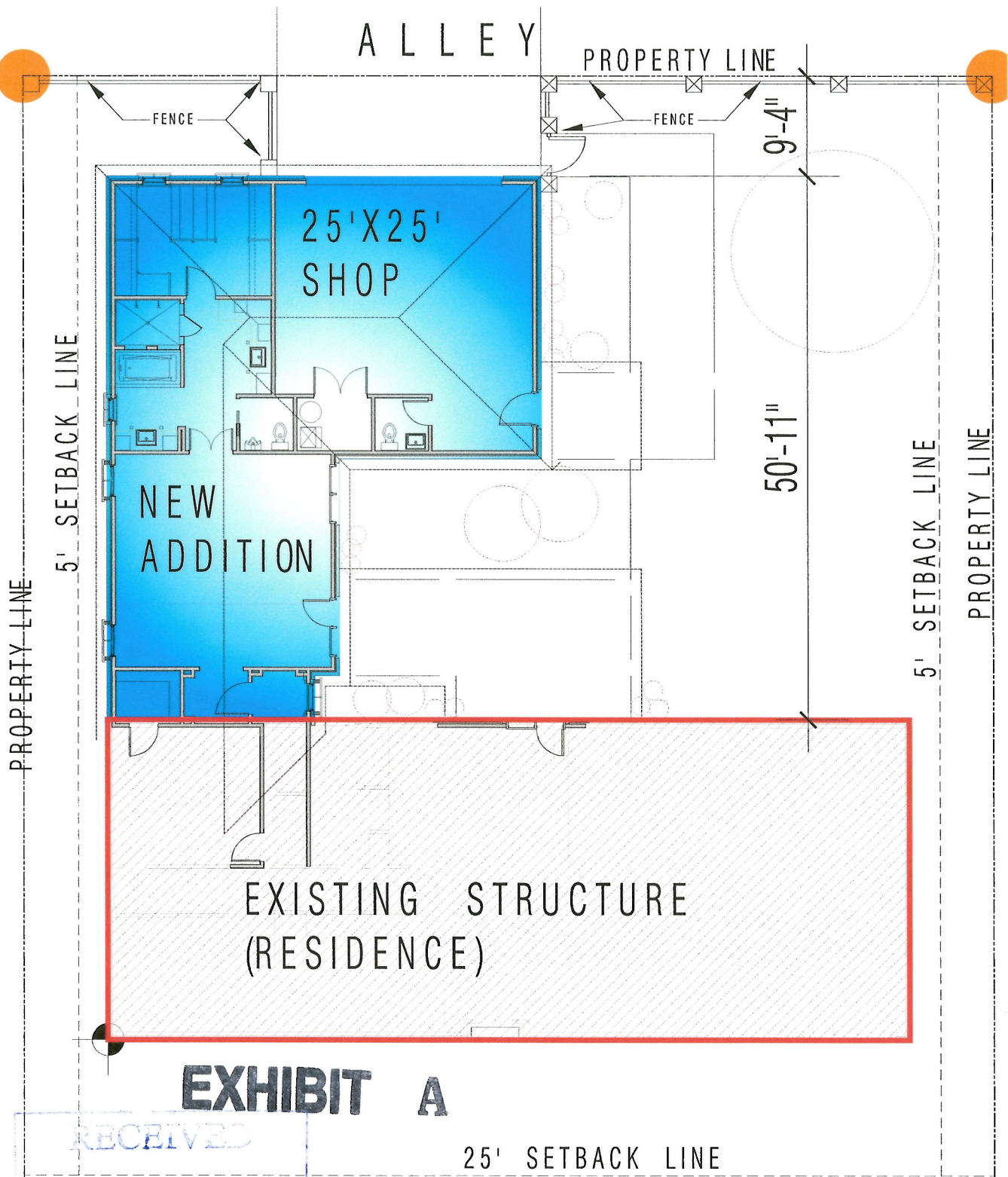


EXHIBIT A

RECEIVED
SEP 20 2013
CITY OF MIDLAND
PLANNING DIVISION OFFICE

25' SETBACK LINE
2303 SHELL

FLOOR PLAN
FIRST FLOOR LEVEL

CASE: E-13-002

SCALE: 1/4" = 1' - 0"

A-1.0

Drawn By: Hobbs / Shop
Date: 06.21.2013
Title: Site & Floor Plan

John & Michelle > Additive
Tel: 432.288.9771
mhperrin@additive.net
P.O. Box 4472
Midland, TX 79704-4472

Perin Consulting Group

Project Number: 12.066 POG

2303 Shell Ave.
Midland, Texas 79705

These drawings are intended to be used for informational purposes only. They are not to be used for construction or other purposes without the written consent of the designer. The designer assumes no responsibility for the accuracy or completeness of these drawings. The user of these drawings will accept the consequences of any errors or omissions.

2012 Renovation and Addition Project

Mr. & Mrs. Justin Kennard

PLANNING AND ZONING COMMISSION

September 30, 2013

CASE: E-13-002

REQUEST: Consider a variance to the Subdivision Code concerning the required paving for an alley for rear entry access.

APPLICANT/OWNER: Justin Kennard.

LEGAL DESCRIPTION: Lot 2, Block 5, Suffolk Place, City and County of Midland, Texas.

LOCATION: Generally located on the south side of Shell Avenue, approximately 100 feet west of Sparks Street

CURRENT ZONING: 1F-1, Single Family Dwelling District.

DETAILS OF REQUEST:

1. The applicant is requesting a special exception from the Subdivision Code concerning a variance for the paving requirement of an alley for rear entry access. The applicant's property currently has front entry to their home, and wishes to add rear entry access. Chapter 11-2-5 of the City's subdivision code states "Alleys shall be improved according to the City of Midland standard specifications. An alley shall not provide access to vehicle garages, carports, or parking areas or business loading areas unless it has been constructed with a paved surface, conforming to said standard specifications, to an appropriate point of access to the street system as determined by the City engineer..."

SURROUNDING ZONING AND LAND USE:

2. The property is currently located in a large 1F-1, Single Family Dwelling District at 2303 Shell. This property is located within the Suffolk Place subdivision.

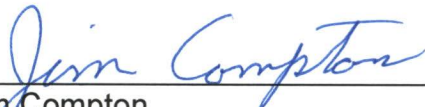
ANALYSIS:

3. The applicant is requesting rear entry access to their property from an alley without satisfying the paving requirement of the City's subdivision regulations. In order to approve this request the City's Subdivision Regulations state that the Planning and Zoning Commission shall not approve variances unless it shall make findings based upon the evidence presented to it in each specific case that:

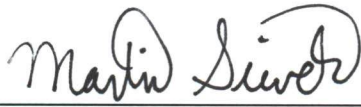
- a. The granting of the variance will not be detrimental to the public safety, health, or welfare or injurious to other property.
- b. Because of the particular physical surroundings, shape or topographical nature of the land, the conditions upon which the request for a variance is based are unique to the property for which the variance is sought and are neither applicable generally to other property nor are created by the owner. Because of these unique circumstances, strict application of these regulations would result in a particular hardship to the owner, as distinguished from mere inconvenience, conflict with the owner's preference, or interference with ability to maximize profits.
- c. The variance will not in any manner vary the provisions of Title XI, Chapter 1 of the Midland City Code, as amended, or comprehensive plan, except that those documents may be amended in the manner prescribed by law.
- d. The variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this Chapter.

STAFF RECOMMENDATION:

Staff is recommending denial of the applicant's request as it violates the paving provision of the City's Subdivision Regulations. Despite any potential neighborhood acceptance the nature of a variance is to make a request to be exempt from an established code. Further, the request does not satisfy Condition B listed under the Analysis paragraph, and per the Subdivision Chapter Regulations, the Commission must approve each finding to grant the variance.



Jim Compton
Acting Planning Division Manager
Department of Development Services



Martin Siwek, City Planner
Department of Development Services

Attachments:

Application
Maps
Exhibits A

CASE #: E-13002

CITY OF MIDLAND
Planning Division
Subdivision Variance
SPECIAL EXCEPTION APPLICATION

JUSTIN KENNARD. 2303 SHELL 79705 432.699.1733
NAME OF APPLICANT ADDRESS ZIP PHONE

JUSTIN KENNARD 2303 SHELL 79705 432.699.1733
OWNER OF PROPERTY ADDRESS ZIP PHONE

NOTE: ATTACH SITE PLAN (FOLDED) ✓ APPLICATION FEE: \$400.00 ✓

ADDRESS AND LEGAL DESCRIPTION OF PROPERTY FOR WHICH APPLICATION IS MADE: (COMPLETE LOT AND BLOCK DESCRIPTION OR IF NOT A LOT IN A RECORDED PLAT, ATTACH A METES AND BOUNDS DESCRIPTION)

2303 SHELL
LOT 2 BLOCK 5
AN ADDITION TO THE CITY OF MIDLAND.

ZONING OF PROPERTY: _____

THE PROPERTY QUALIFIES AS AN EXCEPTION TO THE CITY CODE BECAUSE:

- _____ a. IT IS AN EXPANSION OF A NONCONFORMING USE
- _____ b. EXISTENCE OF NONCONFORMING STRUCTURES IN AREA
- _____ c. ARCHITECTURAL OR OTHER PROJECTIONS OF A MINOR EXTENT

JUSTIN KENNARD. *Michael A. R...*
PROPERTY OWNER DATE BY: _____
(IF APPLICABLE-SEE NOTE)

NOTE: IF PROPERTY OWNER IS TO BE REPRESENTED BY AUTHORIZED AGENT, THE AGENT SHOULD SIGN THE PROPERTY OWNER AND HIS OWN NAME ON THE LINE PROVIDED ABOVE AND COMPLETE THE AFFIDAVIT BELOW.

State of Texas)
County of Midland)

Before me, the undersigned authority, on this day personally appeared _____ who, being duly sworn, upon oath says: That he is authorized by _____, the owner of the above described property, to fully represent him in this application and that he has the legal right, power and authority to sign said owner's name hereto as his attorney in fact.

Signature of Affiant

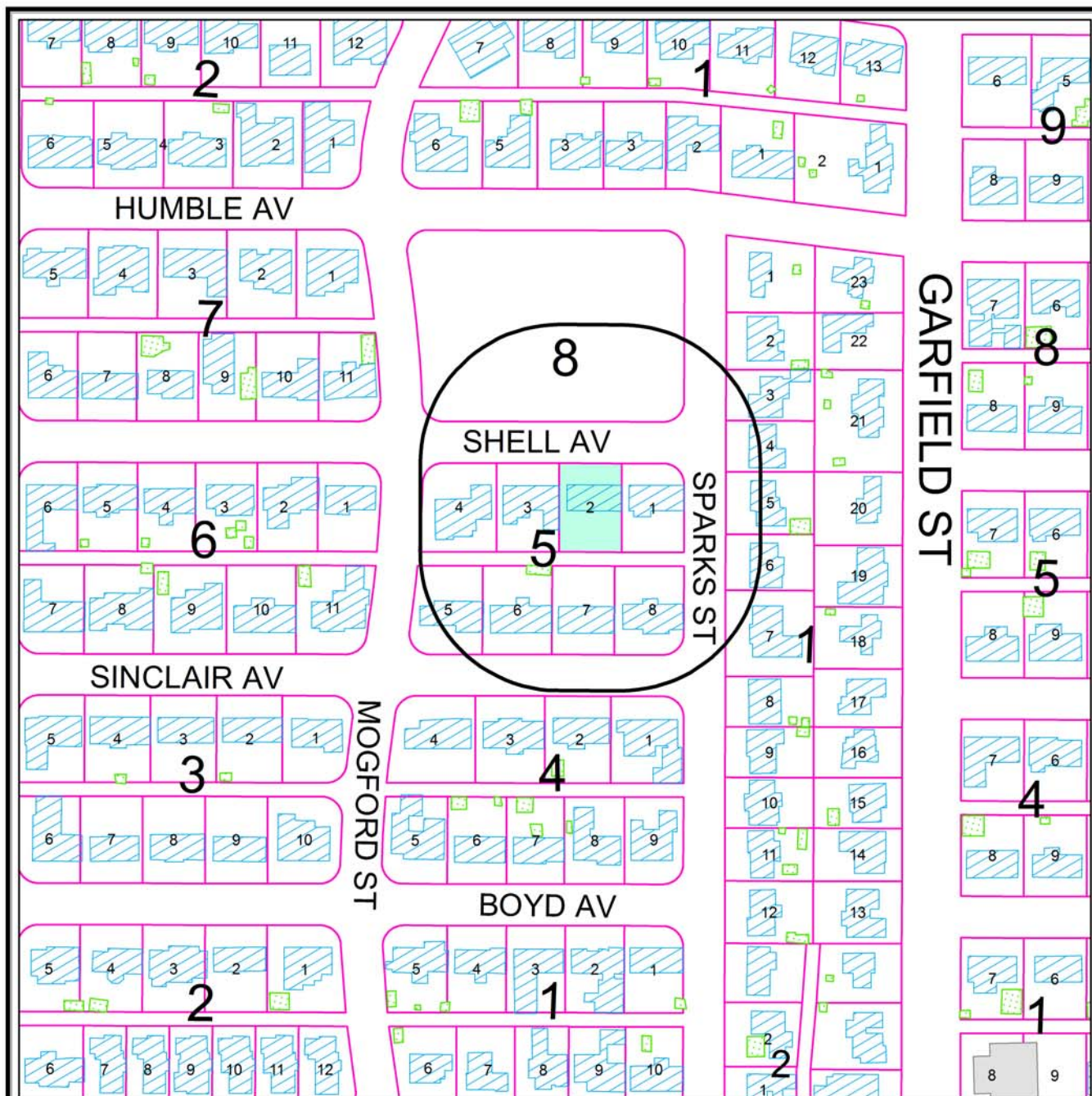
Subscribed and sworn to before me, by the said _____ this _____ day of _____, 20____, to certify which witness my hand and seal of office.

Notary Public, Midland County, Texas

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
Rec'd By: <u>PS</u>	Date: <u>7/19</u>
Assigned: <u>MK</u>	
For: <u>82</u>	On: <u>9/30/13</u>

(revised 5/2/11)



PROPERTY OWNER NOTIFICATION MAP

E - 13 - 002

Scale: 1" = 200'

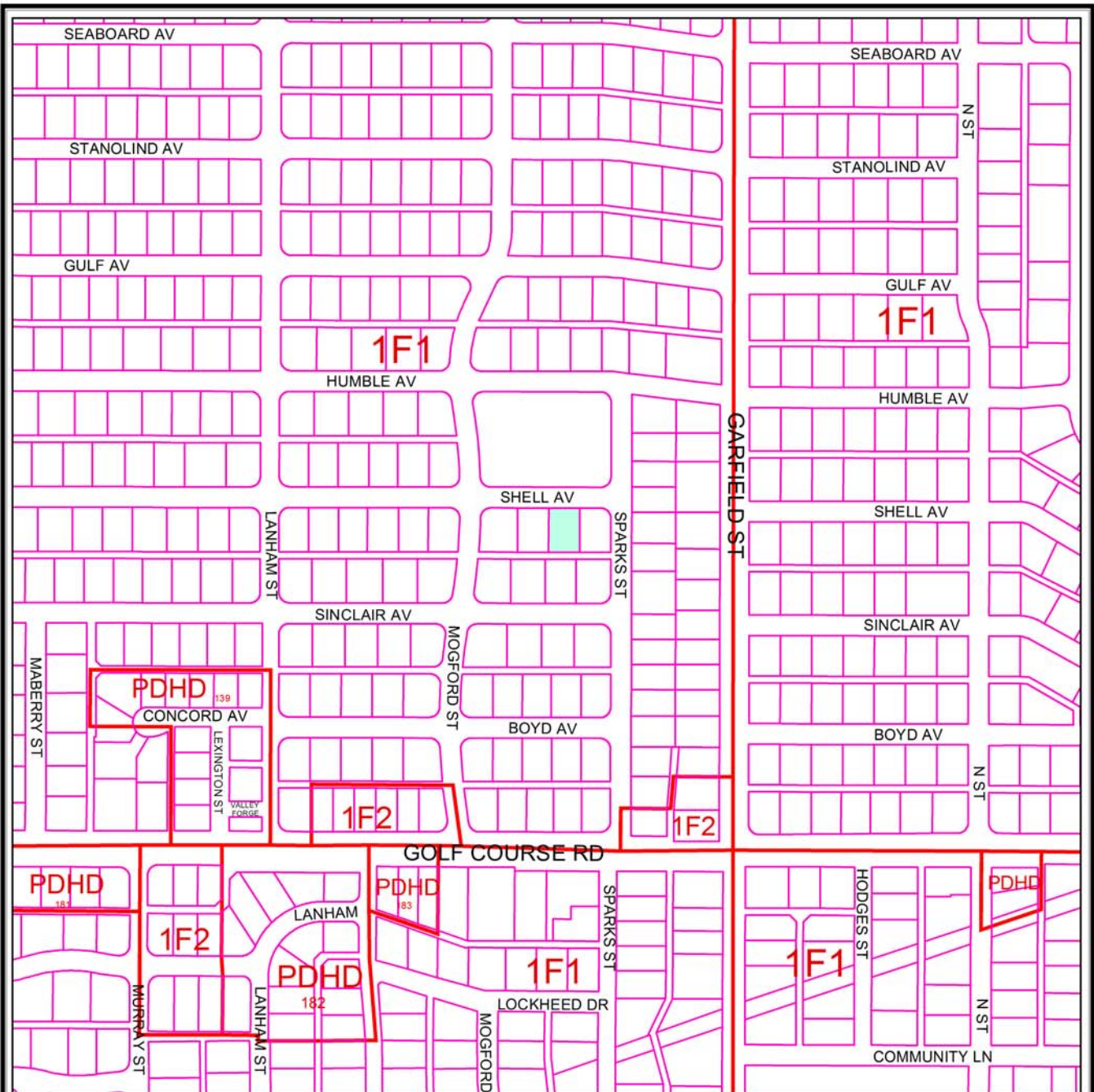
Consider a request for a variance to the Subdivision Code concerning the required paving for an alley for rear entry access on Lot 2, Block 5, Suffolk Place, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- CITY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

E - 13 - 002

Scale: 1" = 400'

Consider a request for a variance to the Subdivision Code concerning the required paving for an alley for rear entry access on Lot 2, Block 5, Suffolk Place, 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	O1, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, JP1, 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: 10/22/2013

TO: City Council / City Manager

FROM: Steve Thorpe, Acting Assistant Development Services Director

SUBJECT: 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

Purpose:

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

Recommended City Council Action

☐ Approve ☒ Deny ☐ Directional / Informational

Fiscal Impact:

Payment of back taxes, liens and outstanding invoices for demolition, lot clearing and weed mowing

Discussion:

Mr. Carl Englestad has applied for a building permit to install a manufactured home (mobile home) on the property located at 1311 Walnut Lane. The permit has been denied per the City of Midland Code of Ordinances Title 11, Section 1-6-(A)6b(a) which states: Both the mobile home or manufactured home and the lot on which it is located must be under a common ownership.

According to the records of the Midland Central Appraisal District the Estate of Ramon Hernandez is the owner of record. The mailing address for this estate is 1311 Walnut Lane, the vacant lot. Currently the property taxes have not been paid for several years. The taxes owing are \$2287.40 and the total amount owing is \$4379.97 according to the Central Appraisal District website.

Mr. Englestad has not provided proof of ownership of this property therefore the permit application has been denied. The Code Administration Division uses the Midland Central Appraisal District information to verify property ownership. In cases where a transfer of property has occurred and the Appraisal District information has not been updated, the permit applicants have provided documentation indicating that the change of ownership has occurred. Typically this documentation has been a new warranty deed and real estate closing paperwork.

Mr. Englestad and his attorney have met with the City Manager, City Attorney and Building Official to present his claim of ownership. Based on the information that was presented Mr. Englestad was directed to appeal the denial of the building permit to the City Council. Mr. Englestad or his attorney should explain their claim of ownership to City Council prior to City Council making a decision regarding the issuance of the permit.

Additionally, there are liens and outstanding invoices for demolition and lot clearing. Currently, the demolition payoff amount with accrued interest is \$12,615.29 and lot clearing with accrued interest is \$2236.18. These amounts are subject to change depending on pay-off date. Should City Council determine that the Building Official is to issue the building permit for the manufactured home installation, it is requested that all back taxes, liens and outstanding invoices be paid, by Mr. Englestad , prior to the issuance of the permit.

RESOLUTION NO. _____

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

WHEREAS, the applicant for a building permit for the installation of a manufactured home on Lot 12, Block 10, East Midland Addition, City and County of Midland, Texas, has filed an appeal regarding the Building Official's denial of said permit application; and

WHEREAS, the City Council finds it to be in the public interest to authorize the issuance of said permit to the applicant; and

WHEREAS, the City Council finds and determines that said permit does not undertake to adjudicate property rights, nor does it in any way affect property rights as between the applicant and any third parties, and that said permit is expressly subject to the terms and conditions set forth below;

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

SECTION ONE. That the above recitals are hereby adopted and approved by the City of Council of the City of Midland, Texas.

SECTION TWO. That the City Manager, or his designee, is hereby authorized and directed to issue, on behalf of the City of Midland, Texas, a building permit to the applicant for the installation of a manufactured home on Lot 12, Block 10, East Midland Addition, City and County of Midland, Texas, subject to the terms and conditions set forth below.

SECTION THREE. That said building permit shall be subject to the following terms and conditions:

1. The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the applicant and any third party asserting an

ownership or property interest in the property. This permit in no way exempts the applicant from the applicant's responsibilities or obligations as to third parties. The issuance of this permit only means that the applicant has, at this time, complied with City of Midland requirements and that the Midland City Council, as a regulatory body, will allow the applicant to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the applicant to occupy the property. It is expressly provided that this permit does not authorize a trespass by the applicant as to any third party. Obtaining this permit does not authorize the applicant to act with impunity as to third parties, nor does it insulate the applicant from the consequences of the applicant's actions with regard to third parties.

2. It is expressly provided, and agreed to and acknowledged by the applicant, that the issuance of this permit by the City of Midland and the applicant's receipt thereof does not undertake to adjudicate property rights, nor does it in any way affect property rights as between the applicant and any third parties.
3. This permit granted by the City of Midland does not act to immunize the applicant from civil liability from third parties for actions arising out of the use of the permit. This permit is a negative pronouncement that grants no affirmative rights to the applicant. The issuance of this permit does not authorize any injury to persons or property or an invasion of property rights, or any infringement of state or local laws or regulations. The applicant has obtained this permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued this permit is in no way intended to nor does it shield the applicant from liability to third parties stemming from the permitted activity.

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, Assistant to the City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



HOMEOWNER'S PERMIT APPLICATION

1. PROJECT INFORMATION			
Project Address: 1311 WALNUT LN		Project Description: PLACING mobile Home on LOT	
Type of Work: New ☒ Addition ☐ Alteration ☐ Detached Structure ☐ Demolition ☐ Other ☒		Zoning: MH	
Valuation of Job: \$ 3,000.00		Property Easements: Yes ☐ No ☒	
Property Line Setbacks: Front 25 Side 10 Rear 10		Lot Size: (sq. ft.) 6250 (APPR*)	
Lot/Tract: 012	Block: 610	Subdivision/Survey: EAST Midland	Total Building Area:
1 st Floor Area: N/A	2 nd Floor Area:	Garage Area:	Porch Area:
Water Supply: City Midland Size of Water Service Meter 3/4" TAP Well			Fire District?
Sanitary Sewer: City Midland Septic ☐ If septic, attach Health Dept. permit			Flood Hazard? NO
2. BUILDING OWNER (CONTRACTOR) INFORMATION			
Name: CARL Englestad		Address: 1006 E. New Jersey	
City/State/Zip: Midland, TX 79701		Phone: 432. 664. 2355	
Fax: 695. 4118		Email: theenglestad5@suddenlink.net	
3. SUBCONTRACTOR INFORMATION			
Plumbing:		Mechanical:	
Backflow Tester:		Irrigation:	
Electrical:		Well Driller:	
4. PLEASE READ CAREFULLY			
> Be advised incomplete applications may be rejected, denied or cause permit processing delays. > Has a Site Plan been completed? Yes ☐ No ☐ NR ☐ (attach documentation). > This permit becomes null and void if work authorized is not commenced within 180 days of issuance or if work is suspended or abandoned for a period of 180 days at any time after work is commenced. > As the Homeowner, I understand that I am able to be the General Contractor for my Home Improvement Project. I realize that it is my responsibility to make sure that all work is done to meet or exceed the Codes that the City of Midland has adopted. I also realize that I should hire a licensed Contractor to do the work that I am not qualified to do, such as electrical, plumbing, mechanical and gas work. > I hereby certify that I am the Homeowner and further certify that the information provided is true and correct to the best of my knowledge. This work shall comply with all provisions of laws and ordinances, whether specified or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any federal, state or local law regulating construction or the performance of construction.			
Signature of Applicant:		Date: 8/8/13	
Printed Name of Applicant: CARL Englestad		Phone: 664. 2355	
Email: Same AS ABOVE		Fax: 695. 4118	

Code Administration Division
Development Services Department
300 N. Lorraine Street - P.O. Box 1152 - Midland, Texas 79702
Office: 432-685-7390 - Fax 432-686-1609

Ver: 8/30/10

MIDLAND CENTRAL

APPRAISAL DISTRICT

[Home](#) [Return to Search](#)  [Print](#)
Property Year 2013 [Tax Summary](#)

Information Updated 8/16/2013

Property ID: R000016917 Geo ID: 00032000.010.0120

< Previous Property 1 / 51 Next Property >

** Property Alert ** This property's 2013 value(s) are preliminary and un-certified.

Property Details
Ownership
Available Actions

HERNANDEZ RAMON EST

1311 WALNUT LN
MIDLAND, TX 79701-3677

Ownership Interest: 1.0000000

N35B

Qualified Exemptions

Not Applicable

Legal Information

Legal: Acres: 0.161, BLK: 010, LOT: 012, ADDN: EAST MIDLAND

Situs: WALNUT LN 1311 E

Property Valuation History

Values by Year		2013	2012	2011	2010	2009	n/a
Improvements	+	\$0	\$0	\$0	\$33,850	\$32,240	\$0
Land	+	\$4,900	\$700	\$700	\$700	\$700	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$4,900	\$700	\$700	\$34,550	\$32,940	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$4,900	\$700	\$700	\$34,550	\$32,940	\$0

Improvement / Buildings Improvement Value: \$0

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
----------------	------	----------------------	------------	----------------	-------------------

Land Details Market Value: \$4,900 Production Market Value: \$0 Production Value: \$0

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
RS00P	0.161	7,000	0	0		4,900	0

Deed History

Sold By	Volume	Page	Deed Date Instrument
n/a	0655	0674	4/4/1979

Property Tax Estimation by Entity / Jurisdiction

Code	Description	Taxable Value	Tax Rate per \$100	Tax Factor applied to Taxable Value	Estimated Tax
165	MIDLAND COUNTY	4,900	\$0.154789	0.00154789	\$7.58
CTM	CITY OF MIDLAND	4,900	\$0.461088	0.00461088	\$22.59
HOS	MIDLAND HOSPITAL	4,900	\$0.13973	0.0013973	\$6.85
RDC	MIDLAND COLLEGE	4,900	\$0.14418	0.0014418	\$7.06
SCM	MIDLAND ISD	4,900	\$1.14005	0.0114005	\$55.86
Total Estimation			\$2.039837	0.02039837	\$99.94

The above property tax estimation is not a tax bill. Do not pay.
[Click here to view actual Property Tax Bill.](#)

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 Southwest Data Solutions is not responsible for any errors or omissions.

MIDLAND CENTRAL

APPRAISAL DISTRICT

[Home](#) [Return to Search](#)  [Print](#)
[Property Year 2013](#) **Tax Summary**

Information Updated 8/16/2013

Property ID: R000016917 Geo ID: 00032000.010.0120

< Previous Property 1 / 51 Next Property >

Property Tax Bills☐ View Property Taxes Detail by Entity[CLICK HERE TO PAY PROPERTY TAXES](#)

Year	Taxing Detail	Base Tax	Paid Tax	Tax Due	*Additional Fees	Late Fees	Amount Due
2012	All applicable taxing entities	\$13.20	\$0.00	\$13.20	\$5.65	\$0.00	\$18.85
2011	All applicable taxing entities	\$13.60	\$0.00	\$13.60	\$7.78	\$0.00	\$21.38
2010	All applicable taxing entities	\$675.15	\$0.00	\$675.15	\$483.40	\$0.00	\$1,158.55
2009	All applicable taxing entities	\$646.47	\$0.00	\$646.47	\$555.98	\$0.00	\$1,202.45
2008	All applicable taxing entities	\$607.52	\$0.00	\$607.52	\$609.94	\$0.00	\$1,217.46
2007	All applicable taxing entities	\$88.18	\$0.00	\$88.18	\$101.24	\$0.00	\$189.42
2006	All applicable taxing entities	\$81.31	\$0.00	\$81.31	\$97.29	\$0.00	\$178.60
2005	All applicable taxing entities	\$74.45	\$0.00	\$74.45	\$99.35	\$0.00	\$173.80
2004	All applicable taxing entities	\$65.30	\$0.00	\$65.30	\$96.15	\$0.00	\$161.45
2003	All applicable taxing entities	\$57.16	\$34.94	\$22.22	\$35.79	\$0.00	\$58.01
Total Amount Due:				\$2,287.40	\$2,092.57	\$0.00	\$4,379.97

* Additional Fees include any applicable penalties and interest, attorney and/or late fees.

08/16/2013

RECALCULATE PAYMENT 

(with different proposed payment date)

Southwest Data Solutions provides this information "as is" without warranty of any kind.
Southwest Data Solutions is not responsible for any errors or omissions.



City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 22, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Consider an ordinance on a request by Rana Salim for the vacation of the 6,000 square foot north/south alley adjacent to Lots 1 thru 12, Block 41, Belmont Addition, City and County of Midland, Texas. (Generally located on the east side of Rankin Hwy between W. Stokes Avenue and W. Wolcott Avenue.) – District 2.

Purpose:

Consider an ordinance on a request by Rana Salim for the vacation of the 6,000 square foot north/south alley adjacent to Lots 1 thru 12, Block 41, Belmont Addition, 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:

We have received a preliminary plat named Belmont Addition, Section 19, located east of Rankin Highway, between Stokes and Wolcott Avenues. This replat will combine 12 vacant lots into five lots for development of a multi-use shopping center. The applicant is wishing to include the land currently dedicated as an alley within the development. We have contacted each of the franchised utility companies, including Oncor Electric, AT&T, Sharyland Utilities, Atmos Energy, Suddenlink Communication, and Grande Communication. All of the companies indicated they had no objection to this proposal except for Oncor, which has an overhead power line running through the property that will need to be relocated. A water line running through the alley will also need to be relocated.

According to the Midland Central Appraisal District, the land is valued at \$0.10 per square foot; the 6,000 square feet would then have a market value of \$600. Staff recommends approval of this request, conditioned upon the submittal of this amount.

Attachments:

Application

Maps

Exhibit A

Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE VACATING AND ABANDONING A 6,000 SQUARE FOOT NORTH/SOUTH ALLEY ADJACENT TO LOTS 1-12, BLOCK 41, BELMONT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF RANKIN HIGHWAY BETWEEN WEST STOKES AVENUE AND WEST WOLCOTT AVENUE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF \$600.00; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 6,000 square foot north/south alley adjacent to Lots 1-12, Block 41, Belmont Addition, City and County of Midland, Texas, is 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 \$600.00, 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 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 6,000 square foot north/south alley adjacent to Lots 1-12, Block 41, Belmont Addition, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes, is 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 this Ordinance shall not be effective until the City of Midland has received from the property owner(s) the sum of \$600.00.

SECTION THREE. That upon the City's receipt of the sum set forth in Section Two hereof, the City Secretary is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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:

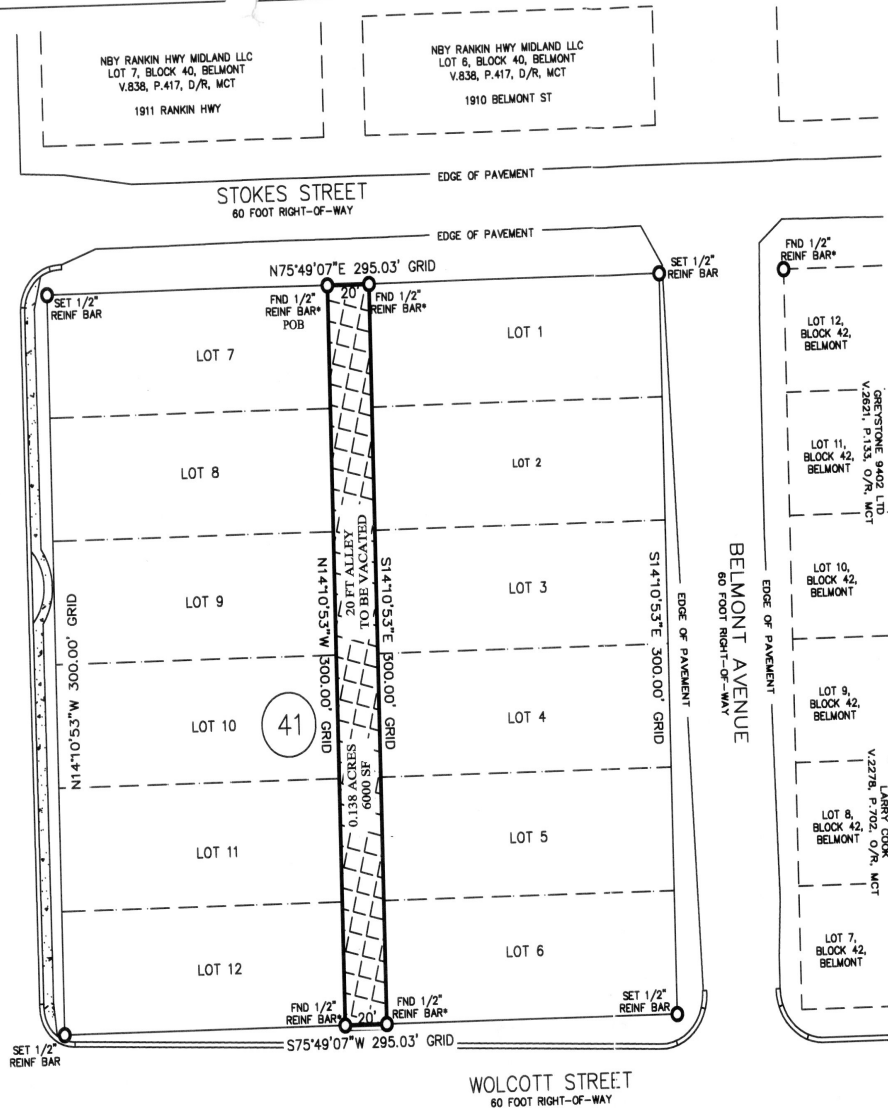
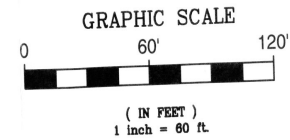
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant to the City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



FIELD NOTE DESCRIPTION OF A 0.138 ACRE (6000 SQUARE FEET) TRACT OF LAND, OUT BLOCK 41, BELMONT ADDITION, A SUBDIVISION IN THE CITY AND COUNTY OF MIDLAND, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET B, PAGE 15, PLAT RECORDS OF MIDLAND COUNTY TEXAS, AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON ROD, SAME BEING THE NORTHWEST CORNER OF THIS TRACT AND THE NORTHEAST CORNER OF LOT 7, BLOCK 41, BELMONT ADDITION, IN THE SOUTH RIGHT OF WAY LINE OF STOKES STREET;

THENCE N 75°49'07" E, FOR A DISTANCE OF 20 FEET, WITH SAID RIGHT OF WAY LINE OF STOKES STREET TO A FOUND IRON ROD, SAME BEING THE NORTHEAST CORNER OF THIS TRACT, AND THE NORTHWEST CORNER OF LOT 1, BLOCK 41, BELMONT ADDITION, IN SAID RIGHT OF WAY LINE OF STOKES STREET;

THENCE S 14°10'53" E, FOR A DISTANCE OF 300 FEET TO A FOUND IRON ROD, SAME BEING THE SOUTHEAST CORNER OF THIS TRACT, AND THE SOUTHWEST CORNER OF LOT 6, BLOCK 41, BELMONT ADDITION, IN THE NORTH RIGHT OF WAY LINE OF WOLCOTT STREET;

THENCE S 75°49'07" W, FOR A DISTANCE OF 20 FEET, WITH SAID RIGHT OF WAY LINE OF WOLCOTT STREET TO A FOUND IRON ROD, SAME BEING THE SOUTHWEST CORNER OF THIS TRACT, AND THE SOUTHEAST CORNER OF LOT 12, BLOCK 41, BELMONT ADDITION;

THENCE N 14°10'53" W, FOR A DISTANCE OF 300 FEET, TO THE POINT OF BEGINNING.

NOTES:

BEARINGS AND DISTANCES SHOWN ARE GRID, BASED ON GPS OBSERVATIONS CONFORMING TO THE "TEXAS COORDINATE SYSTEM" NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.



7-3-2013

ALLEY VACATION MAP

SCHUMANN ENGINEERING CO., INC.

REGISTERED PROFESSIONAL LAND SURVEYORS
LICENSED STATE LAND SURVEYORS

REGISTERED PROFESSIONAL CIVIL ENGINEERS
TEXAS

Civil Engineering ~ Land Surveying

408 N. PECOS STREET - P. O. BOX 504
MIDLAND, TEXAS 79702-0504

Office (432) 684-5548
Fax (432) 684-6973

DRAWN BY:	BS	DATE:	06/28/13
CHECKED BY:	CK	DRAWING NO.:	73,793
	73793.TS	SHEET	1 OF 1
JOB NO.:			

Owner:
Rana Salim
1638 Spyglass Dr.
Corona, CA 92883

RECEIVED

JUL 18 2013

CITY OF MIDLAND
PLANNING DIVISION OFFICE

EXHIBIT A

CASE NO. V-13-011



Office of the City Manager

October 14, 2013

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 6,000 square foot portion of the north/south alley adjacent to Lots 1-12, Block 41, Belmont Addition, 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 \$600.00. The property can be vacated and recorded in the Midland County Clerk's office when the City of Midland has received this amount from the adjoining property owner(s).

Very truly yours,

Courtney Sharp
City Manager

Exhibit "B"

L:\Ordinances\Planning\Vacate & Abandon\2013\Belmont Addition Appraisal Letter.wpd

Case Number: V-13-011

CITY OF MIDLAND
Planning Division

APPLICATION TO VACATE RIGHT-OF-WAY

- I.** Application is hereby made to the City Council to vacate the following public right-of-way or easement:
A 20 ft alley easement between Rankin Highway and Belmont Avenue; see attached map
- II.** Reason for Request: Applicant wishes to replat the property into 5 lots, and develop the property into a multi-use shopping center
- III.** Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way:
The entire block is currently vacant, with only minimal development in it's immediate vicinity.
Additionally, the final plat of Belmont Addition, Section 18, a development just north of this proposed development, was recently approved, with plans to construct a hotel and restaurant. Our development will add retail and value to the area.

IV. REQUIRED ITEMS:

1. Applicant(s) Information:

Name: Rana Salim

Address: 1638 Spyglass Drive

Phone: 949-387-7301

Street

Corona,

CA

92883

City

State

Zip Code

2. Sealed metes and bounds description of property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal-and deed information for adjacent property owners.

3. Application Fee: **\$300.00**

Required items attached? Date Received: 1. _____ 2. _____ 3. _____

The City of Midland will take no action on this request, until items 1-3 are received.

- V.** Clearance is needed from the following utility companies: City of Midland / Atmos Energy
Sharyland
Caprock Energy / Oncor Electric / AT&T / Suddenlink Cable TV Co. / Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained and to work out any issues that may arise.

VI. Policies:

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.
2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:
 - a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.
 - b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.
 - c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signature of applicant: *Sam M. Linn*

Date: 7-14-2013

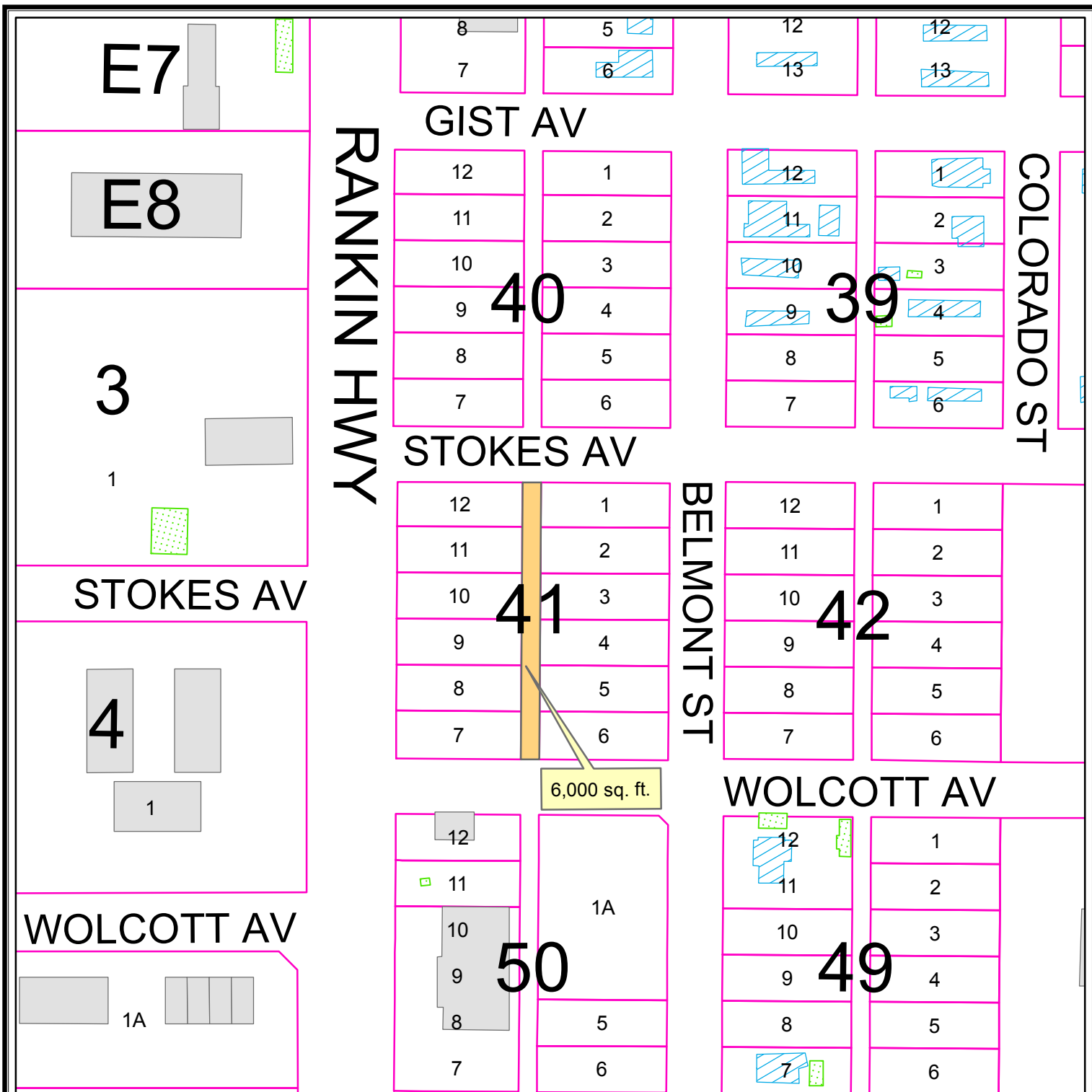
Signature of Other Affected Property Owners: _____

Date: _____

_____, _____
_____, _____
_____, _____

****Application will not be considered for scheduling until all required items are reviewed by City Staff.****

FOR OFFICE USE ONLY	
Rec'd. By: <u><i>TS</i></u>	Date: <u>7/15</u>
Assigned: <u><i>MR</i></u>	
For: <u><i>CC</i></u>	On: <u>10/8/13</u>



LOCATION MAP

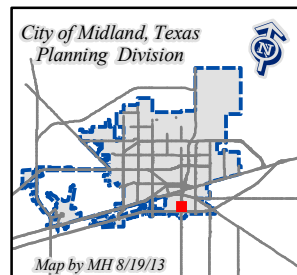
V - 13 - 011

Scale: 1" = 150'

Consider a request for the vacation of the 6,000 square foot north/south alley adjacent to Lots 1 thru 12, Block 41, Belmont Addition, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 22, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Consider an ordinance on a request by for the vacation of drainage easements being a 0.78-acre portion of the drainage and utility easements located within Lot 1, Block 1, Horseshoe Addition, City and County of Midland, Texas. Generally located on the north side of W. Interstate Hwy 20, approximately 1,100 feet west of Cotton Flat Road.

Purpose: Consider a request for the vacation of a 0.78-acre portion of the drainage and utility easements located within Lot 1, Block 1, Horseshoe Addition, City and County of Midland, Texas. Generally located on the north side of W. Interstate Hwy 20, approximately 1,100 feet west of Cotton Flat Road.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

MCAP list the value of this easement at \$9,286.97. However, since we are working with Midland County, staff recommends that no compensation be required.

Discussion:

The applicant West Company of Midland, Inc., is requesting to vacate the above described drainage and utility easements being a 0.78-acre portion within Lot 1 Block 1. The applicant has built a horse arena over the easement. The new easements will be located to the south of the new arena. Staff recommends approval of this request.

ATTACHMENTS:

Application

ORDINANCE NO.

AN ORDINANCE VACATING AND ABANDONING A 0.78-ACRE PORTION OF DRAINAGE AND UTILITY EASEMENTS LOCATED WITHIN LOT 1, BLOCK 1, HORSESHOE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST INTERSTATE HIGHWAY 20, APPROXIMATELY 1,100 FEET WEST OF COTTON FLAT ROAD); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF \$9,286.97; WAIVING THE FEE FOR THE COST OF THE EASEMENTS; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.78-acre portion of drainage and utility easements located within Lot 1, Block 1, Horseshoe Addition, City and County of Midland, Texas, is 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 said easements 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 said easements at \$9,286.97, 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 said easements in light of the abutting property owner being a governmental entity; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate said easements described herein;

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

SECTION ONE. That the 0.78-acre portion of drainage and utility easements located

within Lot 1, Block 1, Horseshoe Addition, City and County of Midland, Texas, as described in Exhibit “A” attached hereto and made a part hereof for all legal purposes, is 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 easements.

SECTION TWO. That the fee for the cost of said easements vacated and abandoned herein to the adjoining property owner is hereby waived in light of the abutting property owner being a governmental entity.

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

WEST COMPANY

of Midland Inc.

110 W. Louisiana Ave. Suite. 110
MIDLAND TEXAS 79701-3414
OFFICE (432) 687-0865 FAX (432) 687-0868
www.team-west.com

August 13, 2013

FIELD NOTES OF A 0.78 ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 1, HORSESHOE ADDITION AS RECORDED IN CABINET "G", PAGE 137 MCPR, LOCATED IN SECTION 4, BLOCK 39, T-2-S, T & P RR. COMPANY SURVEY, MIDLAND COUNTY, TEXAS:

BEGINNING at a point (N=10,685,495.08, E=1,749,869.18) in Lot 1, Block 1, Horseshoe Addition, for the Northwest corner this tract from which the Northwest corner of said Lo1 bears S 75°24'46" E, 131.50 feet and N 14°22'25" W;

THENCE N 75°24'46" E, 154.00 feet to a point for the Northeast corner this tract;

THENCE S 14°25'12" E, 74.15 feet to a point for a corner this tract;

THENCE N 75°35'45" E, 24.25 feet to a point for a corner this tract;

THENCE S 14°25'12" E, 183.97 feet to a point for the Southeast corner this tract;

THENCE S 75°34'48" W, 122.19 feet to a point for the Southwest corner this tract;

THENCE N 14°25'12" W, 184.00 feet to a point for a corner this tract;

THENCE S 75°35'45" W, 56.06 feet to a point for a corner this tract;

THENCE N 14°25'12" W, 73.66 feet to the Place of Beginning and containing 0.78 acres of land.

Portion of a Utility Easement to be Vacated
Midland County
Job No. 2012-1572



8/14/13
[Signature]

CASE NO. V-13-013



Office of the City Manager

October 14, 2013

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.78-acre portion of drainage and utility easements located within Lot 1, Block 1, Horseshoe Addition, 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 \$9,286.97.

Very truly yours,

A handwritten signature in blue ink that reads "Courtney SP".

Courtney Sharp
City Manager

Exhibit "B"

L:\Ordinances\Planning\Vacate & Abandon\2013\Horseshoe Addition - Appraisal Letter.wpd

CITY OF MIDLAND
Planning Division

APPLICATION TO VACATE RIGHT-OF-WAY

- I. Application is hereby made to the City Council to vacate the following public right-of-way or easement:
DRAINAGE & UTILITY EASEMENT LOCATED IN THE HORSESHOE
ADDITION, SOUTH OF HARRIS AVE, IN BETWEEN MANN ST & COTTON FLAT ROAD
- II. Reason for Request: CONSTRUCTION OF NEW HORSE BARN AT THE
MIDLAND COUNTY PAVILLION SITE.
- III. Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way:
RELOCATING PUBLIC UTILITIES AND REDESCRIBING AN
EASEMENT.

IV. REQUIRED ITEMS:

1. Applicant(s) Information:

Name: WEST COMPANY OF MIDLAND, INC.

Address: 110 W. LOUISIANA AVE, STE 110 Phone: (432) 682 0588
Street
MIDLAND TX 79701
City State Zip Code

2. Sealed metes and bounds description of property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal-and deed information for adjacent property owners.

3. Application Fee: **\$300.00**

Required items attached? Date Received: 1. 8/14 2. 8/14 3. 8/14

The City of Midland will take no action on this request, until items 1-3 are received.

- V. Clearance is needed from the following utility companies: City of Midland / Atmos Energy
Caprock Energy / Oncor Electric / AT&T / Suddenlink Cable TV Co. / Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained and to work out any issues that may arise.

VI. Policies:

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.
2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:
 - a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.
 - b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.
 - c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signature of applicant: _____

Date: 8/14/13

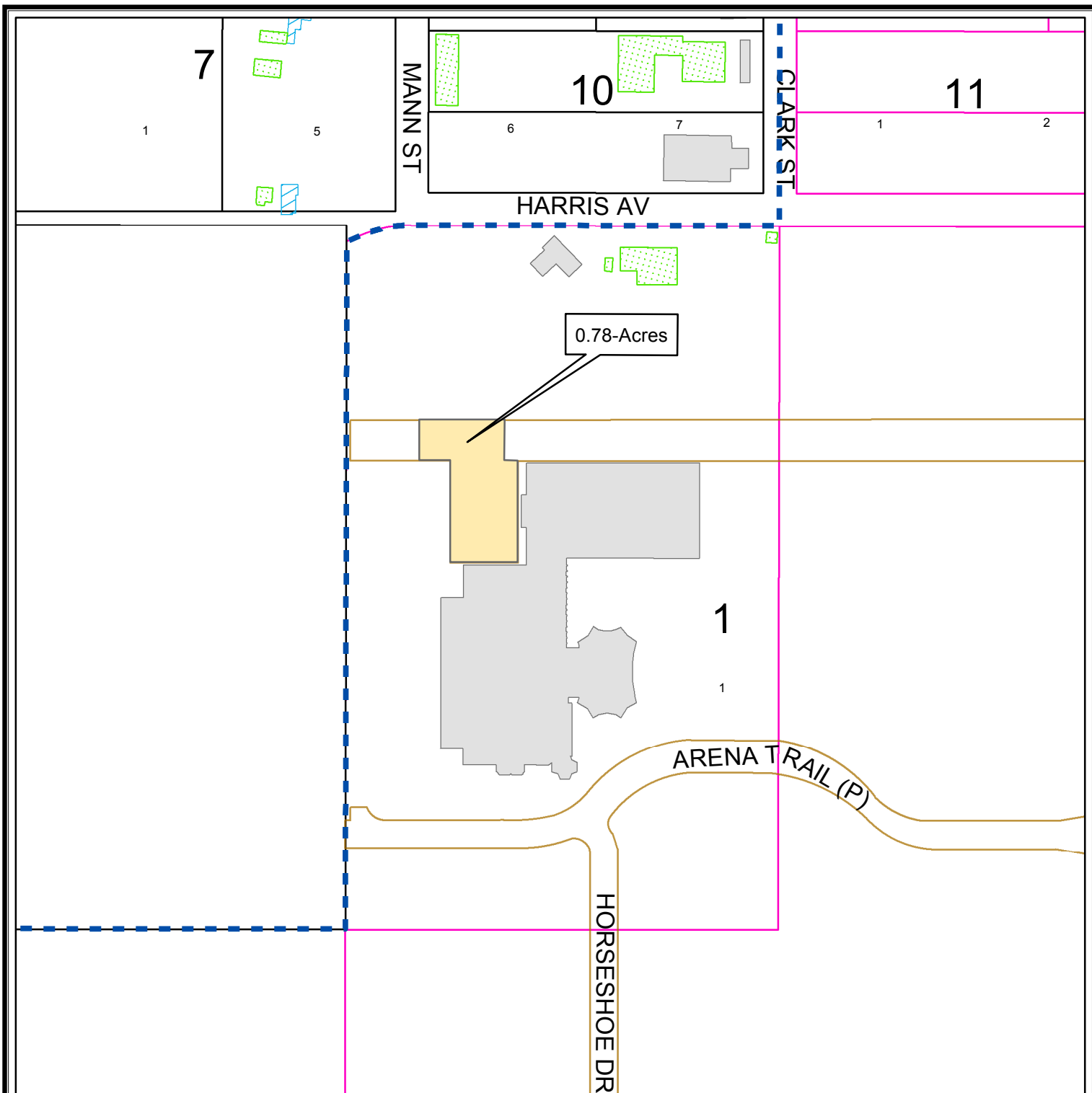
Signature of Other Affected Property Owners: _____

Date: _____

_____, _____,
_____, _____
_____, _____

****Application will not be considered for scheduling until all required items are reviewed by City Staff.****

FOR OFFICE USE ONLY	
Rec'd. By: <u>CS</u>	Date: <u>8/14/13</u>
Assigned: <u>PB</u>	
For: <u>10/22/12</u>	On: <u>CC</u>



LOCATION MAP

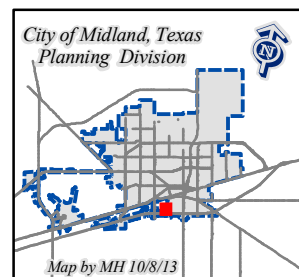
V - 13 - 013

Scale: 1" = 250'

Consider a request for the vacation of a 0.78-acre portion of the drainage and utility easements located within Lot 1, Block 1, Horseshoe Addition, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- COUNTY PARCEL
- CITY PARCEL
- EASEMENT
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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City Council Agenda

Approved for Agenda:
RPatrick
City Manager's Office

MEETING DATE: October 22, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Jim Compton, Acting Planning Division Manager

SUBJECT: Consider an ordinance on a request by SBC Corporation to vacate a 0.64-acre portion of right-of-way located in Section 35, Block 40, T-1-S, T&P RR Company Survey, Midland County, Texas (Generally located at the northwest corner of Grassland Estates West, Section 7)

Purpose:

Consider an ordinance on a request by SBC Corporation to vacate a 0.64-acre portion of right-of-way located in Section 35, Block 40, T-1-S, T&P RR Company Survey, Midland County, Texas

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

During the construction of the Scharbauer Sports Complex, there was a need to provide sanitary sewer service to this facility. The most efficient manner to do so was to tie onto existing service in Wadley Avenue, north of the Grassland Estates subdivision. SBC Corporation dedicated an 80-foot public right-of-way along an alignment that, at that time, was considered to be an ideal location for a collector street. The sewer line was constructed within this right-of-way. However, as the surrounding land began to develop and collector street patterns evolved, this original alignment was abandoned and will not become a collector street. However, there is a need to retain a 30-foot wide public utility easement centered over the sewer line. Consequently, the applicant is requesting that the City abandon this right-of-way, but to retain a 30-foot wide utility easement, centered over the sewer line. None of the franchised utility companies have indicated any objection to this request, and the staff does not object, provided the easement is retained.

The Midland Central Appraisal District indicates that this right-of-way has a value of \$278. Discounting the 30-foot width where the easement is located results in a value of \$226. However, the associated plat of Grassland West, Section 9 is dedicating far more right-of-way than is represented by this request, and staff recommends that this fee be waived. The attached ordinance does not require payment.

Attachments:

Application
Maps

ORDINANCE NO.

AN ORDINANCE VACATING AND ABANDONING A 0.64-ACRE PORTION OF A DEDICATED 80-FOOT PUBLIC RIGHT-OF-WAY LOCATED WITHIN SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF GRASSLAND ESTATES, SECTION 7); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF \$226.00; WAIVING THE FEE FOR THE COST OF THE RIGHT-OF-WAY; RETAINING A PUBLIC UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.64-acre portion of a dedicated 80-foot public right-of-way located within Section 35, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, is 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 \$226.00, 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 Grassland Estates West, Section 9; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the right-of-way described herein, and to retain a public utility easement;

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

SECTION ONE. That the 0.64-acre portion of a dedicated 80-foot public right-of-way located within Section 35, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, as described in Exhibit “A” attached hereto and made a part hereof for all legal purposes, is 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 Grassland Estates West, Section 9.

That this Ordinance shall not be effective until a final plat of Grassland Estates West, Section 9, is submitted to the City of Midland in proper form for approval.

SECTION THREE. That the City herein retains a 30 foot wide public utility easement across, through, over, under, on and along the western 30 feet of the right-of-way.

SECTION FOUR. That upon the City’s receipt of the sum set forth in Section Two hereof, the City Secretary is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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

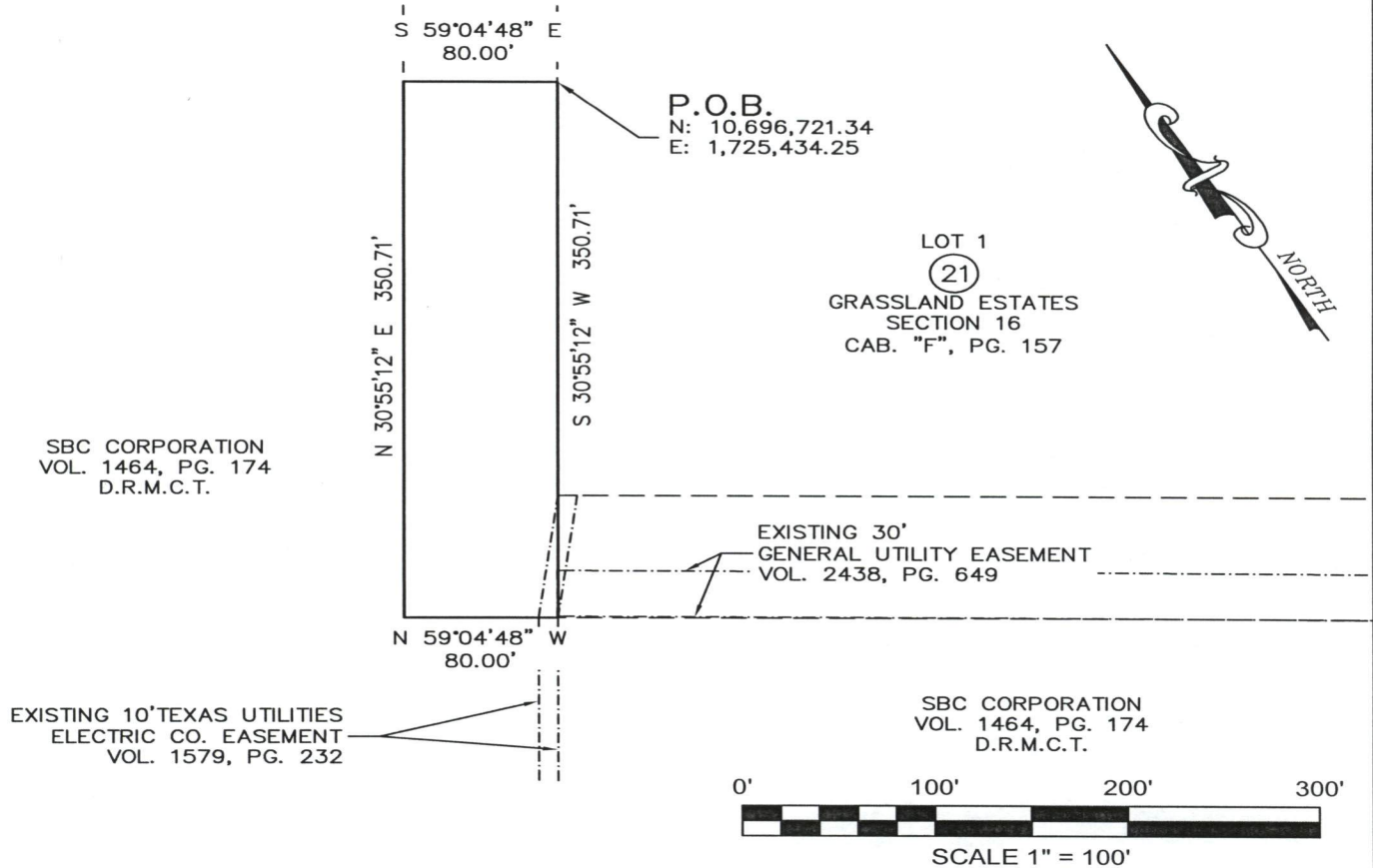
APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant to the City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Exhibit - Area to be vacated Grassland Estates West, Section 9



LEGEND

- DENOTES BOUNDARY LINE
- DENOTES ADJACENT TRACT BOUNDARY
- DENOTES EXISTING EASEMENT BOUNDARY

RECEIVED

SEP 25 2012

CITY OF MIDLAND
PLANNING DIVISION CHECKED

Legal Description of a tract located in Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, and being more particularly described by metes and bounds below.

The bearings, distances, coordinates and areas shown hereon are based upon the Texas Coordinate System (NAD83), Texas Central Zone.

BEGINNING at (N: 10,696,721.34, E: 1,725,434.25) a point in the Westerly line of Grassland Estates, Section 16, from which the Southwest corner of Grassland Estates, Section 16, according to the plat thereof filed of record in Cabinet "F", page 157, Plat Records, Midland County, Texas, bears South 30°55'12" West a distance of 270.71 feet;

THENCE South 30°55'12" West a distance of 350.71 feet to the Southwest corner of an 80 foot tract abandoned by the City of Midland, according to the instrument filed of record in Vol. 2438, page 649, Deed Records, Midland County, Texas;

THENCE North 59°04'48" West a distance of 80.00 feet to a corner of the 80 foot strip of land conveyed to the City of Midland by Special Warranty Deed filed of record in Vol. 1798, page 305, Deed Records, Midland County, Texas;

THENCE North 30°55'12" East with the Westerly line of said 80 foot strip of land a distance of 350.71 feet;

THENCE South 59°04'48" East a distance of 80 feet to the POINT OF BEGINNING.

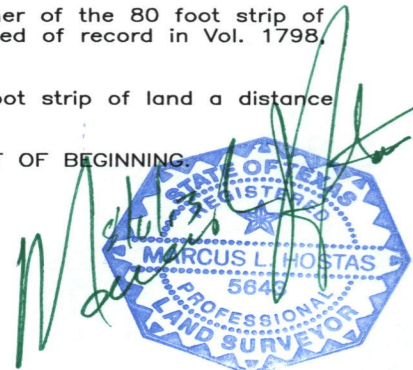
Subject tract containing 0.64 acres.

© COPYRIGHT 2013 WEST COMPANY OF MIDLAND

WEST COMPANY

OF MIDLAND, INC.

ENGINEERS - PLANNERS - SURVEYORS
REGISTRATION: FIRM 2184
110 W. LOUISIANA AVE., SUITE 110
MIDLAND, TEXAS 79701
(432) 687-0865 - FAX (432) 687-0868



T:\CIVIL DRAWINGS\2012\2012-0604\FINAL PLAT\2012-0604 BOUNDARY.DWG

EXHIBIT A

CASE NO. V-12-011



Office of the City Manager

October 14, 2013

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.64-acre portion of a dedicated 80-foot public right-of-way located within Section 35, Block 40, T-1-S, T&P RR Co. Survey, 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 \$226.00.

Very truly yours,

Courtney Sharp
City Manager

Exhibit "B"

L:\Ordinances\Planning\Vacate & Abandon\2013\Grassland Estates Appraisal Letter.wpd

CITY OF MIDLAND
Transportation Division

APPLICATION TO VACATE RIGHT-OF-WAY

- I. Application is hereby made to the City Council to vacate the following public right-of-way or easement:
A 5.69 acre portion of an 80-foot wide roadway dedication recorded in
Volume 1798, Page 305 Midland County Deed Records.
- II. Reason for Request: Roadway not planned in this location and a roadway
dedication is being proposed west of this location and the city will
retain a 30-foot wide easement for existing sanitary sewer line.
- III. Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way:
The area is being developed into a residential development with
other street dedication.

IV. REQUIRED ITEMS:

1. Applicant(s) Information: (Attach extra sheets as necessary.)

Name: SBC Corporation

Address: 1811 Heritage Blvd., Suite 100 Phone: 697-9866
Street
Midland, Texas 79707
City State Zip Code

2. Metes and bounds description of property to be vacated including total square feet of vacation.
3. Map showing:
- Property to be vacated and its relationship to the applicant's property
 - Lot and block numbers of all adjacent tracts
 - Current zoning of all adjacent tracts
4. Letter(s) of Concurrence signed by adjacent property owner(s). (See attached)
5. Application Fee: **\$300.00**

Required items attached? Date Received: 1. ____ 2. ____ 3. ____ 4. ____ 5. ____

The City of Midland will take no action on this request, until items 1-5 are received.

- V. Clearance is needed from the following utility companies: City of Midland / Atmos Energy
Caprock Energy / Oncor Electric / AT&T / Suddenlink Cable TV Co. / Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained and to work out any issues that may arise.

2012-0604

VI. Policies:

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.
2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:
 - a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.
 - b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 1,000 feet of the affected right-of-way.
 - c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signature of applicant: SBC Corporation Date: 8-22-2012

****Application will not be considered for scheduling until all required items are reviewed by City Staff.****

To be completed by City of Midland staff:

FOR OFFICE USE ONLY	
Rec'd. By: <u>JC/am</u>	Date: <u>8/24/12</u>
Assigned: <u>SC</u>	
For: <u>CC</u>	On: <u>10/22/13</u>



City Council Agenda

Approved for Agenda:
rpatrick
City Manager's Office

MEETING DATE: 10/22/2013

TO: City Council / City Manager

FROM: Gary Saunders, Transportation Manager

SUBJECT: Consider an ordinance designating and approving parking spaces on a portion of the west side of Idlewilde Drive from a point 265 feet north of the north curb line of Princeton Avenue and continuing north a distance of 140 feet as reserved for the parking of motor vehicles operated by law enforcement officers.

Purpose:

Consider an ordinance designating and approving parking spaces on a portion of the west side of Idlewilde Drive from a point 265 feet north of the north curb line of Princeton Avenue and continuing north a distance of 140 feet as reserved for the parking of motor vehicles operated by law enforcement officers.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Approximately \$400.00 for installation cost of signs including materials, equipment and labor.

Discussion:

The Legal Department has prepared an ordinance designating and approving parking of vehicles operated exclusively by law enforcement officers on a portion of the west side of Idlewilde Drive from a point 265 feet north of the north curb line of Princeton Avenue and continuing north a distance of 140 feet.

This parking restriction has been requested by the Department of Homeland Security located at 1515 Idlewilde Drive due to the saturation of these parking spaces from surrounding properties and for security purposes.

Staff recommends approval of this ordinance.

ORDINANCE NO. _____

AN ORDINANCE DESIGNATING AND APPROVING PARKING SPACES ON A PORTION OF THE WEST SIDE OF IDLEWILDE DRIVE FROM A POINT 265 FEET NORTH OF THE NORTH CURB LINE OF PRINCETON AVENUE AND CONTINUING NORTH A DISTANCE OF 140 FEET AS RESERVED FOR THE PARKING OF MOTOR VEHICLES OPERATED BY LAW ENFORCEMENT OFFICERS; 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 Department of Homeland Security, located at 1515 Idlewilde Drive, has requested designated parking spaces for law enforcement officers due to the saturation of parking spaces from surrounding properties and for security purposes; and

WHEREAS, the City Council finds it to be in the public interest to designate certain parking spaces to be used exclusively by law enforcement officers;

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

SECTION ONE. That the parking spaces on a portion of the west side of Idlewilde Drive from a point 265 feet north of the north curb line of Princeton Avenue and continuing north a distance of 140 feet, as shown on Exhibit "A" attached hereto and incorporated herein, are hereby designated and approved as reserved for the parking of motor vehicles operated law enforcement officers.

SECTION TWO. The provisions of this ordinance shall be effective from and after five (5) days after publication as hereinafter set forth.

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:

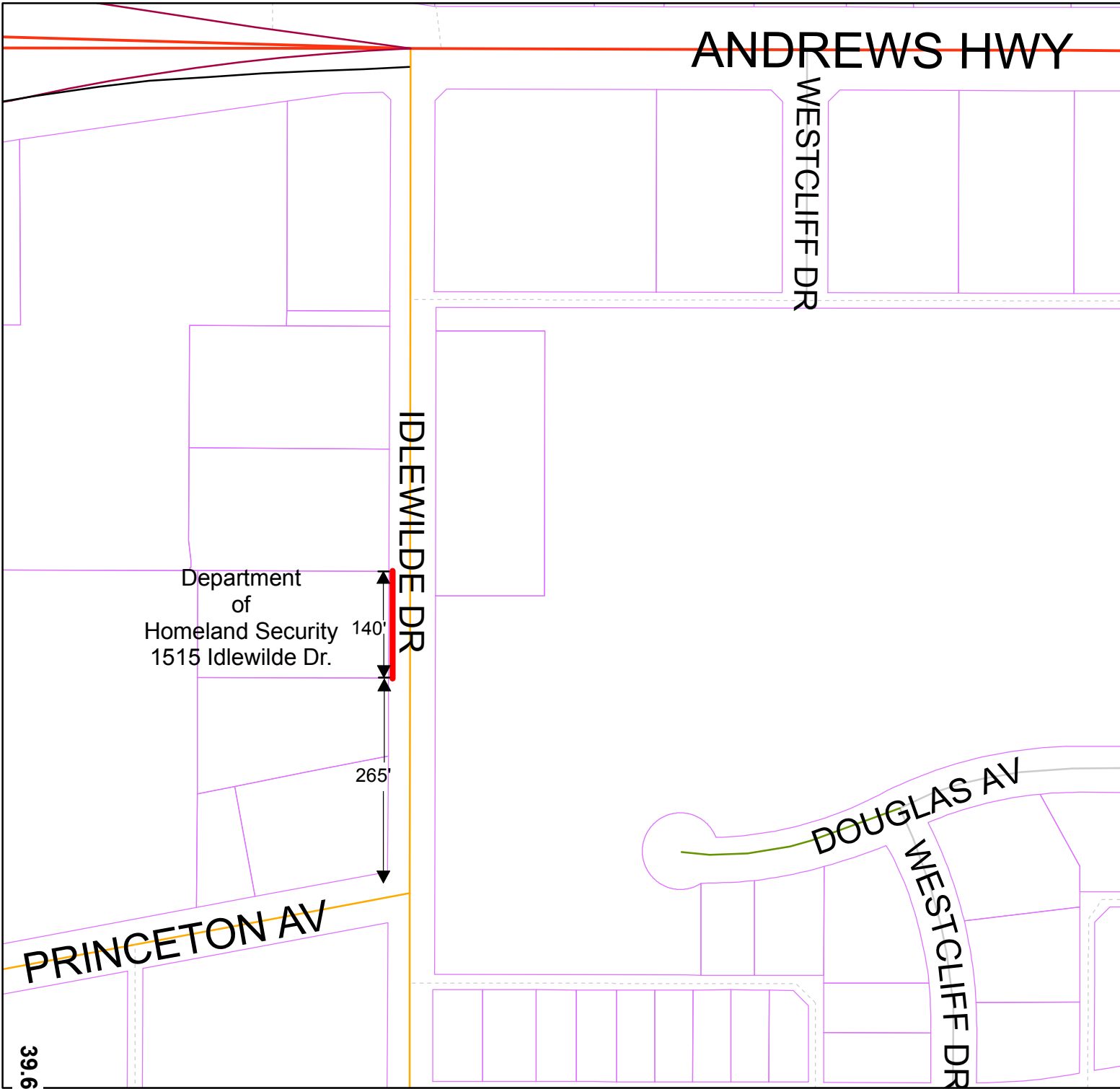
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND
COMPLETENESS:

Gary Saunders, Transportation Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



ANDREWS HWY

WESTCLIFF DR

IDLEWILDE DR

Department of Homeland Security
1515 Idlewilde Dr.

140'

265'

PRINCETON AV

DOUGLAS AV

WESTCLIFF DR

Proposed Law Enforcement parking only



City of Midland
City Secretary's Office
Interoffice Memorandum

Date: October 17, 2013
To: The Honorable Mayor Perry and Council
From: Amy M. Turner, City Secretary
Subject: Membership - Boards and Commissions

Attached is an updated membership listing for the City's Boards and Commissions effective October 8, 2013. Remaining expirations and vacancies are listed below:

ANIMAL SERVICES ADVISORY COMMISSION – One vacancy which will expire on September 30, 2013 and one term expired on September 30, 2013.

CITY DEVELOPMENT ADVISORY COMMITTEE – One terms expired on September 30, 2012 and one vacancy expired on September 30, 2014.

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS – Two vacancies for Alternate terms expired on September 30, 2007 and two terms expired on September 30, 2013.

HOTEL/MOTEL TAX ADVISORY BOARD – One vacancy which will expired on September 30, 2013.

HOUSING AUTHORITY COMMISSION – One vacancy as Alternate term expiring in October 2015 and three terms expired on September 30, 2013.

MIDLAND CENTER ADVISORY BOARD –Three terms expired on September 30, 2013.

MIDLAND FOOTBALL-SOCCER AND BASEBALL COMPLEX DEVELOPMENT CORPORATION – Two terms expired in November 2011 and five terms expired on September 30, 2013.

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION – Three vacancies expired on January 1, 2007, one term expired on January 1, 2009, and two terms expired on January 1, 2010.

MIDLAND HOUSING FINANCE CORPORATION –One vacancy expired on September 30, 2010, two terms expired on September 30, 2011 and one term expired on September 30, 2012.

MIDLAND MUNICIPAL MANAGEMENT DISTRICT BOARD – One vacancy.

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD – Two terms expired on September 30, 2012 and three terms expired on September 30, 2013.

PERMIAN BASIN AIRPORT BOARD – Two terms expired on September 30, 2010 (Carlsbad and Hobbs New Mexico), one term expired on September 30, 2012 (Fort Stockton), and two terms expired on September 30, 2013 (Kermit and Snyder).

TAX INCREMENT REINVESTMENT ZONE BOARD –Three terms expired on March 20, 2010, one term expired March 20, 2011, one terms expired on March 20, 2012 and two terms expired on March 20, 2013. (Four City representatives, two Hospital representatives and two County representatives.)

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT- One term expired on September 30, 2011, one term expired on September 30, 2012, two terms expiring on September 13, 2013, one vacancy for Alternate term expired on September 30, 2006, one vacancy for Alternate term expired September 30, 2009 and two terms expired on September 30, 2013.

BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND

October 8, 2013

AIRPORT PLANNING AND DEVELOPMENT BOARD

(Advisory)

(Membership-10; Terms - 3 Years expiring 3-3-4.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Earl Erdmann, Chairman	09/08	Sept 30 2014	Sept 30 2014
J. Ross Lacy	09/12*	Sept 30 2014	Sept 30 2020
John Trischitti III	09/13*	Sept 30 2014	Sept 30 2020
Jerry Walton	11/09	Sept 30 2015	Sept 30 2015
Kelly "Bo" Cockerell	09/13*	Sept 30 2015	Sept 30 2018
Nellwyn Barnett	09/13*	Sept 30 2015	Sept 30 2021
Gregory F. Baiano	09/10	Sept 30 2016	Sept 30 2016
John T. Echols	09/10	Sept 30 2016	Sept 30 2016
Dallas L. Smith	09/10	Sept 30 2016	Sept 30 2016
Vicki L. Hurt	09/13	Sept 30 2016	Sept 30 2019

Ex-Officio members are Harry Spannaus, the City Manager and the City Attorney. The Secretary is the Director of Aviation.

ANIMAL SERVICES ADVISORY COMMISSION

(Advisory)

(Membership - 6; Terms - 4 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Vacancy-Tony Carrillo	09/09	Sept 30 2013	Sept 30 2017
Dr. Tom Green (Veterinarian)	10/07*	Sept 30 2013	Sept 30 2017
Kelly Spencer	09/09	Sept 30 2013	Sept 30 2017
Laura Hollifield	09/08*	Sept 30 2013	Sept 30 2017
Justin Petty	04/07*	Sept 30 2013	Sept 30 2017
Paul O'Neill	09/09	Sept 30 2013	Sept 30 2017

BUILDING CODES REVIEW COMMITTEE

(Membership – 9; Terms – 2 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
James Rikken	12/09	Dec 31 2013	Dec 31 2013
Chris Repman	12/09	Dec 31 2013	Dec 31 2013
John Cooper	12/09	Dec 31 2013	Dec 31 2013
Bill Routh	12/09	Dec 31 2013	Dec 31 2013
Tom Woodruff	12/09	Dec 31 2013	Dec 31 2013
Ron Ainsworth	12/09	Dec 31 2013	Dec 31 2013
Walter Pate	12/09	Dec 31 2013	Dec 31 2013
Robert Harrington	12/09	Dec 31 2013	Dec 31 2013
Jerry Morales	12/09	Dec 31 2013	Dec 31 2013

CITY DEVELOPMENT ADVISORY COMMITTEE

(Advisory)

(Membership - 5; Terms - 2 Years expiring 2 even & 3 odd)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Vacancy-(Alonda Massey)	11/11	Sept 30 2013	Sept 30 2015
Nellwyn Barnett	09/13*	Sept 30 2014	Sept 30 2018
Avery I. Pullin	02/13*	Sept 30 2015	Sept 30 2017
Reggie Lawrence	09/10*	Sept 30 2014	Sept 30 2014
Tim Bryson	11/11	Sept 30 2015	Sept 30 2015

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

(Decision Making)

(Membership - 7; Terms - 4 Years expiring 2-2-2-1)

Position to include: 1. Registered Architectural or Builder Superintendent, 2. Registered Structural Engineer, 3. Registered Mechanical and Plumbing, 4. Registered Electrical Engineer, 5. Registered Fire Protection Engineer

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>	<u>Position</u>
Richard D. Dunham	10/05	Sept 30 2013	Sept 30 2013	1
Greg Turner	03/11*	Sept 30 2013	Sept 30 2021	4
Don Woodward (At Large)	11/11*	Sept 30 2016	Sept 30 2020	5
Chris Repman	10/07*	Sept 30 2014	Sept 30 2018	3
Jay K. Bradford	09/10	Sept 30 2014	Sept 30 2018	2

ALTERNATES:

Vacancy	Sept 30 2007	Any
Vacancy	Sept 30 2007	Any

HOTEL/MOTEL TAX ADVISORY BOARD

(Advisory)

(Membership - 7; Terms - 2 Years Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Vacancy		Sept 30 2013	Sept 30 2014
Annabell Ramirez	09/12	Sept 30 2014	Sept 30 2016
Brian Smith	09/12	Sept 30 2014	Sept 30 2016
Jan Artley	09/13	Sept 30 2015	Sept 30 2017
Ellen K. Ramsey	09/13	Sept 30 2015	Sept 30 2015
Karmen Hendrix Bryant	02/12*	Sept 30 2015	Sept 30 2017
Alex Singh-Hotel/Motel Assn. Rep.	09/09	Dec 31 2013	Assn. Appt.

Alex Singh-Hotel/Motel Assn. Rep.	09/09	Dec 31 2013	Assn. Appt.
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* Indicates appointment to an unexpired term.

HOUSING AUTHORITY COMMISSION

(Membership - 5; Terms - 2 Years expiring 2 even & 3 odd.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Gregory Maes	11/11	Oct 2013	Oct 2015
Carla Repman, Vice Chairman	09/09	Oct 2013	Oct 2013
James A. Blischke	01/10	Oct 2013	Oct 2015
Dennis Bade	09/12	Oct 2014	Oct 2016
Norma Duran	11/08*	Oct 2014	Oct 2014

ALTERNATES:

Vacancy	Oct 2013	Oct 2015
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JOINT ECONOMIC DEVELOPMENT TASK FORCE

(Ad Hoc)

	<u>Appt. Date</u>
(Midland)	
Wes Perry	01/08
LuAnn Morgan	12/00
Keith Stretcher	12/00
Tommy Hudson	08/07
John Breier	01/04
(Odessa)	
Larry Melton	08/01
Jim Morris	11/00
Richard Morton	11/02
Joel Roberts	11/00
Neil McDonald	11/00

MANAGED COMPETITION COMMITTEE

(Ad Hoc)

	<u>Appt. Date</u>
Jon Morgan	01/02
Wes Perry	01/02
Roy Nelson	01/02
Hugh "Andy" Shaffer	12/03
Scott Dufford	01/02
Ted Tipton	04/04
Kevin Sparks	11/07
Scott Lovett	04/10
P. Lourcey Sams	04/10

Ex-Officio members are the Mayor and the City Manager.

MIDLAND CENTER ADVISORY BOARD

(Advisory & Decision Making)

(Membership - 9; Terms - 3 Years expiring 3-2-2.)

		<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Brent Blackburn	(City)	09/09*	Sept 30 2013	Sept 30 2016
Charles Spence	(CC)	11/07	Sept 30 2013	N/A
Lorri Lyon West	(City)	09/10	Sept 30 2013	Sept 30 2016
Patricia S. Blackwell	(City)	10/07*	Sept 30 2014	Sept 30 2014
Paula Mitchell	(City)	09/08	Sept 30 2014	Sept 30 2014
Vicky Hailey	(CC)	01/13*	Sept 30 2014	N/A
Tracy Bacon	(CC)	12/11	Sept 30 2014	N/A
Jerry Morales (Liaison Officer)				

Ex-Officio members are the City Manager and Executive Director of the Chamber of Commerce.

MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

Five Directors, Elected by Local Taxing Entities.

City Nominates/Cast Vote for one Director

(Terms - 2 Years)

	<u>Appt Date</u>	<u>Term Expires</u>
Chad Clark	3/12*	Dec 31 2013

MIDLAND DEVELOPMENT CORPORATION

(Membership - 5; Terms -3 Years - Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Laura Roman, Chairman	01/08	Jan 14 2014	Jan 14 2014
Robert Rendall	01/09*	Jan 14 2014	Jan 14 2017
Michael Trost	02/11*	Jan 14 2016	Jan 14 2019
Cary J. Love	12/09	Jan 14 2016	Jan 14 2016
Gary Douglas	11/11*	Jan 14 2016	Jan 14 2019

MIDLAND FRESH WATER SUPPLY DISTRICT #1

(Ad Hoc)

(3 Non Voting Members)

Appt Date

Wes Perry
 Gary Harris
 Wayne Merritt

05/12
 05/12
 05/12

**MIDLAND FOOTBALL-SOCCER AND BASEBALL COMPLEX
 DEVELOPMENT CORPORATION**

(Decision Making)

Membership - 7; Terms - 2 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Ken Marks, Vice President	10/07	Nov 2011	Nov 2011
James G. Smith	12/07	Nov 2011	Nov 2011
Mike Thompson	11/11	Nov 2013	Nov 2015
Tim Bryson	11/11	Nov 2013	Nov 2015
Wesley D. Bownds	02/09*	Nov 2013	Nov 2013
John James	08/08*	Nov 2013	Nov 2013
Rick Davis (MISD Resp.)	10/10*	Nov 2013	Nov 2015

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION

(Membership - 7; Terms - 2 Years Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Vacancy		Jan 1 2007	
Vacancy		Jan 1 2007	
Vacancy		Jan 1 2007	
Vacancy		Jan 1 2009	
Cathy Oestmann	11/05*	Jan 1 2010	Jan 1 2010
Steve Jones	09/08*	Jan 1 2010	Jan 1 2012
Curt Kamradt	11/05*	Jan 1 2014	Jan 1 2014

* Indicates appointment to an unexpired term.

MIDLAND HOUSING FINANCE CORPORATION

(Decision Making)

(Membership - 5; Terms - 2 Years - Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Vacancy - (Damon L. Blakeley)	07/07*	Sept 30 2010	
Adrienne Valencia	10/07	Sept 30 2011	Sept 30 2011
Melissa Wicker	10/07	Sept 30 2011	Sept 30 2011
Jerry Morales (Liaison Officer)	10/08	Sept 30 2012	Sept 30 2012
Nathan Miller	11/11*	Sept 30 2012	Sept 30 2016

MIDLAND MUNICIPAL MANAGEMENT DISTRICT BOARD

(Ad Hoc)

Appt. Date

Vacancy	
Richard Hatchett	11/08
W. L. "Scooter" Brown	09/04
Ken Burgess	09/04
Jim Hightower	11/08
Ted H. Jones	09/04
Mitch Malouf	11/08
Christi Newton	09/04
Dan Rush	09/04

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Decision Making)

(Membership - 6; Terms - 2 Years Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Willie Barber	09/08	Sept 30 2012	Sept 30 2012
Michael Trost	09/08	Sept 30 2012	Sept 30 2012
John H. James	09/09	Sept 30 2013	Sept 30 2013
Karen York	06/09*	Sept 30 2013	Sept 30 2013
Guy McKenize	03/11*	Sept 30 2013	Sept 30 2015
Rebecca Bell	09/12	Sept 30 2014	Sept 30 2016

OIL AND GAS ADVISORY COMMITTEE

(Advisory)

(Membership – 5; Terms – 3 Years expiring 2-2-1)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Lance Friday (Real Estate)	09/12*	Sept 30 2013	Sept 30 2019
Russell Richards (Petroleum Eng.)	09/12	Sept 30 2015	Sept 30 2018
Perry Dan Taylor (Real Estate)	09/12	Sept 30 2015	Sept 30 2018
Paul Brown (Petroleum Eng.)	11/11	Sept 30 2014	Sept 30 2017
David Rosen (Petroleum Eng.)	11/11	Sept 30 2014	Sept 30 2017

PARKS AND RECREATION COMMISSION

(Advisory)

(Membership - 9; Terms - 3 Years expiring 3-3-3.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Charles A. Spence	01/10*	Sept 30 2013	Sept 30 2016
Kenny Harper	03/12*	Sept 30 2013	Sept 30 2019
P. Lourcey Sams	09/08	Sept 30 2014	Sept 30 2014
Tina Corbett	09/08	Sept 30 2014	Sept 30 2014
Katey Howard	09/12*	Sept 30 2014	Sept 30 2020
Amanda McCann	11/11*	Sept 30 2015	Sept 30 2018
Edward Mayberry	09/12	Sept 30 2015	Sept 30 2018
Cynthia Savage	09/13	Sept 30 2016	Sept 30 2019
Bart Hotchkiss	09/13	Sept 30 2016	Sept 30 2019

PERMIAN BASIN AIRPORT BOARD

(Advisory)

(Membership - 30; Terms - 1 year.)

	<u>Appt. Date</u>	<u>Term Expires</u>
10 Members of the Airport Planning and Development Board		
Bob Forrest (Carlsbad, NM)	10/04	Sept 30 2010
Larry Shed (Hobbs, NM)	10/01	Sept 30 2010
David Hardwick (Ft. Stockton)	10/07	Sept 30 2012
Frankie Rolfe (Kermit)	09/12	Sept 30 2013
John Rogotzke (Snyder)	01/12	Sept 30 2013

PERMIAN BASIN AIRPORT BOARD CON'T

	<u>Appt. Date</u>	<u>Term Expires</u>
Larry Gill (Abilene)	10/10	Sept 30 2014
Elvin Brownlee III (Andrews)	12/10*	Sept 30 2014
Jim Little (Big Spring)	09/03	Sept 30 2014
Don Bethel (Lamesa)	02/91	Sept 30 2014
Henry Cutbirth (Monahans)	09/05	Sept 30 2014
Willie Taylor (Odessa)	02/00	Sept 30 2014
Gloria Pena (Odessa)	03/03*	Sept 30 2014
Barbara Graff (Odessa)	06/10*	Sept 30 2014
Isabelle Blanchard (Pecos)	10/10	Sept 30 2014
Luis E. Elguezabal (San Angelo)	10/07	Sept 30 2014
Lex Hinds (Seminole)	10/08	Sept 30 2014
Glenn Wortham (Sweetwater)	10/07	Sept 30 2014
Lance Goodrich (Artesia, NM)	09/09	Sept 30 2014
Larry Fry (Roswell, NM)	09/00	Sept 30 2014

Ex-Officio members are the City Manager and the City Attorney. The Secretary is the Director of Aviation.

**PERMIAN BASIN COMMUNITY CENTER FOR MENTAL HEALTH
AND MENTAL RETARDATION**

(Decision Making)
(Membership - 2 (City); Terms - 2 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Janet R. Pritchett (City)	05/09*	June 2014	June 2014
Larry Edgerton	07/10*	June 2015	June 2015

PERSONNEL BOARD OF APPEALS

(Decision Making)
(Membership - 3; No designated terms.)

	<u>Appt. Date</u>
John James	03/08
Hugh A. "Andy" Shaffer	09/05
Michael Trost	01/10

PLANNING AND ZONING COMMISSION

(Advisory & Decision Making)
(Membership - 9; Terms - 3 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Jay Norris	11/11	Sept 30 2014	Sept 30 2017
Galen Gatten, Vice Chairman	09/08	Sept 30 2014	Sept 30 2014
Warren Ivey	10/12*	Sept 30 2014	Sept 30 2020
Kevin Wilton	09/08*	Sept 30 2015	Sept 30 2017
Karen York	10/10*	Sept 30 2015	Sept 30 2018
Sharla Hotchkiss	10/12	Sept 30 2015	Sept 30 2018
Brad Bullock	07/13*	Sept 30 2015	Sept 30 2021
Jane Wolf	03/09*	Sept 30 2016	Sept 30 2016
Cindy Lanning	09/10	Sept 30 2016	Sept 30 2016

ALTERNATES:

Chase Gardaphe	09/13*	Sept 30 2014	Sept 30 2021
Arthur B. Hobbs	09/13	Sept 30 2015	Sept 30 2017
Reggie Lawrence	09/13	Sept 30 2015	Sept 30 2017
Becky Ferguson	10/13	Sept 30 2016	Sept 30 2019

TAX INCREMENT REINVESTMENT ZONE BOARD

(Decision Making)

(Membership - 12; Terms - 2 Years, or 3 Years if appointed after 3/1/07)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Mark T. Wellen (City), Chairman	07/01	Mar 20 2010	Mar 20 2010
Randy Prude (County)	03/07	Mar 20 2010	Mar 20 2013
Ken Burgess (City)	10/12*	Mar 20 2013	Mar 20 2018
Judge Mike Bradford (County)	01/07*	Mar 20 2010	Mar 20 2014
Bob Lanier (City), Secretary	04/03	Mar 20 2011	Mar 20 2011
Pete Hulder (Hospital)	03/10	Mar 20 2016	Mar 20 2016
Michael Blonkvist (City)	09/12*	Mar 20 2014	Mar 20 2020
John L. Kennedy (City)	10/09*	Mar 20 2015	Mar 20 2018
Link Grimes (City)	12/12*	Mar 20 2015	Mar 20 2021
Charlene McBride (College)	12/12	Mar 20 2016	Mar 20 2019
Steve Castle (College)	04/13*	Mar 20 2015	Mar 20 2021
Russell Meyer (Hospital)	12/12	Mar 20 2016	Mar 20 2019

Ex-Officio member is President, Board of Trustees, Midland Independent School District

ZONING BOARD OF ADJUSTMENT
AND
AIRPORT ZONING BOARD OF ADJUSTMENT

(Decision Making)

(Membership - 5; Terms - 2 Years expiring 3 odd & 2 even.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Manny Ribera	10/07	Sept 30 2011	Sept 30 2011
Ken Morgan	01/10*	Sept 30 2012	Sept 30 2014
Carla Repman	01/10*	Sept 30 2013	Sept 30 2015
Scott Young	0912*	Sept 30 2013	Sept 30 2017
Todd Byars	02/08*	Sept 30 2014	Sept 30 2014

ALTERNATES: (not applicable to Airport Zoning)

Vacancy		Sept 30 2006	
Vacancy		Sept 30 2009	
Annabel Holguin	11/11	Sept 30 2013	Sept 30 2015
Greg Turner	11/11	Sept 30 2013	Sept 30 2015



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Randa Taylor

Address: 4814 Storey Ave

Midland TX 79703

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 6 years.

Professional and/or Community Activities:

I currently sit on the board for the Midland County Young Republicans, and am also a member of Midland County Republican

Women. I am also a recent graduate of Leadership Midland, Class of 2013.

Date: 10/10/2013

Phone: 432-853-5785 (Home)

432-684-0317 (Business)

Email: randakay.taylor@gmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Senior HR Representative-Sharyland Utilities

What is your personal vision for the City?

I think that Midland is a wonderful place to live. I want to see our city prosper throughout the exponential growth that we are currently experiencing. With this growth and how busy everyone in town is, I want to do my part to help make sure that Midland remains a wonderful place to live.

Please specify any time constraints you may have.

I travel quite a bit with work, but I am allowed to make my own schedule. There are times that I have to make an unforeseen trip, but those times are few and far between. I have MCYR meetings on the last Tuesday evening of every month, and MCRW meetings the second Wednesday of every month during the lunchtime hour.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Personnel Board of Appeals (I know there are no open seats, but I feel this is where I would be most beneficial)

Please tell us why you are interested in serving on this board or commission.

I am a certified Senior Professional of Human Resources, I feel I would be an asset on the Personnel board, but understand there are no open seats. I also noticed that there are no designated terms and thought I would let you all know I am interested if anyone

needs to resign from this particular committee.

What contribution would you most like to make?

I want to help Midland prosper, anything I can do to help, I will. I feel that if there is a need on this committee, I can contribute with my high level knowledge of human resources, Texas employment laws and regulations, and overall personnel actions since I deal with these issues on a daily basis in my job.

Additional pertinent information or references:

Certified SPHR

(2) Name of Board/Commission:

Midland Center Advisory Board

What contribution would you most like to make?

I can contribute to this board with knowledge of budgets, human resources, etc.

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Randa Taylor

Digitally signed by Randa Taylor
DN: cn=Randa Taylor, o=Sharyland Utilities, ou=Human
Resources, email=rtaylor@sharyland.com, c=US
Date: 2013.10.10 10:06:24 -05'00'

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application